

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00017
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **The University of Texas Medical Branch Regional Maternal & Child Health Program** ("Grantee" or "Contractor"), having its principal office at 301 University Boulevard, Route 0587, Galveston, TX 77555-0587 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 14,700 Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed \$1,327,645 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512)776-3561

Grantee

The University of Texas Medical Branch Regional Maternal & Child Health Program
Address: 301 University Boulevard, Route 0587
Galveston, TX 77555-0587
Attention: Marlo Cochran
Email: mbcochra@utmb.edu
Phone: (409)747-6648

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

The University of Texas Medical Branch Regional Maternal & Child Health
Program Address: 301 University Boulevard, Route 0128
Galveston, TX 77555
Attention: UTMB EVP & Chief Counsel - Carolee King

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

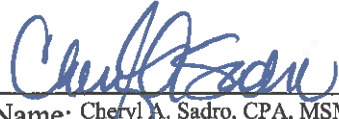
VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

Name: Charles Smith
Title: Executive Commissioner
Date of execution: _____

GRANTEE

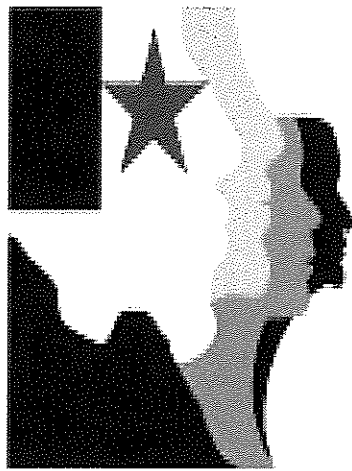


Name: Cheryl A. Sadro, CPA, MSM
Title: EVP, Chief Business & Finance Officer
Date of execution: 8/15/16

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
ATTACHMENT B – CONTRACTOR’S REVISED PROGRAM FORMS
ATTACHMENT C – CONTRACTOR’S REVISED BUDGET DOCUMENTS
ATTACHMENT D – CONTRACTOR’S OPEN ENROLLMENT APPLICATION
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
ATTACHMENT F – SPECIAL CONDITIONS
ATTACHMENT G – GENERAL AFFIRMATIONS
ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT I – DATA USE AGREEMENT

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

TABLE OF CONTENTS

1.	GENERAL INFORMATION.....	4
1.1.	PROJECT SCOPE.....	4
1.2.	POINT OF CONTACT.....	4
1.3.	PROCUREMENT SCHEDULE.....	4
1.4.	BACKGROUND.....	5
1.5.	ELIGIBLE APPLICANTS.....	6
1.6.	STRATEGIC ELEMENTS.....	7
1.7.	EXTERNAL FACTORS.....	7
1.8.	LEGAL AND REGULATORY CONSTRAINTS.....	8
1.9.	HHSC AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT.....	9
1.10.	AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT.....	9
1.11.	DELIVERY OF NOTICES.....	10
2.	SCOPE OF WORK.....	11
2.1.	PROJECT SCOPE.....	11
2.2.	ASSESSMENT NARRATIVE.....	13
2.3.	CLINIC SITE READINESS.....	14
2.4.	STAFF DEVELOPMENT PLAN.....	15
2.5.	COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN.....	15
2.6.	REPORTING REQUIREMENTS.....	16
2.7.	BUDGET REQUIREMENTS AND MONTHLY COST REIMBURSEMENT PROCESS.....	17
2.8.	FUNDING REQUEST AND CLIENTS SERVED.....	18
2.9.	SERVICE DELIVERY AREA(S).....	19
2.10.	GOALS AND PERFORMANCE MEASURES.....	19
3.	HISTORICAL UTILIZATION.....	20
3.1.	HISTORICAL UTILIZATION.....	20
3.2.	METHOD OF ALLOCATION.....	20
4.	HISTORICALLY UNDERUTILIZED BUSINESSES (HUB).....	22
4.1.	INTRODUCTION.....	22
4.2.	HHSC'S ADMINISTRATIVE RULES.....	23
4.3.	STATEWIDE ANNUAL HUB UTILIZATION GOAL.....	23
4.4.	REQUIRED HUB SUBCONTRACTING PLAN.....	23
4.5.	CPA CENTRALIZED MASTER BIDDERS LIST.....	23
4.6.	HUB SUBCONTRACTING PROCEDURES – IF AN APPLICANT INTENDS TO SUBCONTRACT.....	24
4.7.	METHOD 5: APPLICANT DOES NOT INTEND TO SUBCONTRACT.....	26
4.8.	POST-AWARD HSP REQUIREMENTS.....	27
5.	INFORMATION AND SUBMISSION INSTRUCTIONS.....	28
5.1.	HUB VENDOR TELECONFERENCE.....	28
5.2.	MULTIPLE APPLICATIONS.....	28
5.3.	USE OF SUBCONTRACTORS.....	28
5.4.	OPEN ENROLLMENT CANCELLATION/PARTIAL AWARD/NON-AWARD.....	28
5.5.	RIGHT TO REJECT APPLICATIONS OR PORTIONS OF APPLICATIONS.....	28
5.6.	JOINT APPLICATIONS.....	28
5.7.	WITHDRAWAL OF APPLICATIONS.....	29
5.8.	COSTS INCURRED.....	29
5.9.	INSTRUCTIONS FOR SUBMITTING APPLICATIONS.....	29
5.10.	FORMAT AND CONTENT OF ELECTRONIC OR PAPER SUBMISSION OF APPLICATION.....	30

6.	ELIGIBILITY DETERMINATION	33
6.1.	INITIAL COMPLIANCE SCREENING	33
6.2.	UNRESPONSIVE APPLICATIONS	33
6.3.	CORRECTIONS TO APPLICATION	33
6.4.	ADDITIONAL INFORMATION	33
7.	GLOSSARY AND ACRONYMS	34
	PROGRAM FORMS	38
	FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST	39
	FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT	41
	FORM C: CONTACT PERSON INFORMATION	42
	FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS	43
	FORM G: APPLICANT BACKGROUND GUIDELINES	44
	FORM G: APPLICANT BACKGROUND	45
	FORM H: FUNDING REQUEST AND CLIENTS SERVED	46
	FORM I: WORK PLAN GUIDELINES.....	47
	FORM I: WORK PLAN.....	49
	FORM I: WORK PLAN.....	50
	FORM J: ASSESSMENT NARRATIVE GUIDELINES.....	55
	FORM J: ASSESSMENT NARRATIVE	56
	FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS	58
	FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES.....	59
	FORM L: STAFF DEVELOPMENT PLAN	61
	FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR	62
	FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN.....	63
	APPENDICIES.....	64
	APPENDIX A: HHSC HEALTHY TEXAS WOMEN PROGRAM REIMBURSABLE PROCEDURE CODES.....	65
	APPENDIX B: HHSC UNIFORM TERMS AND CONDITIONS VERSION 2.12.....	73
	APPENDIX C: HHSC SPECIAL CONDITIONS VERSION 1.0	74
	APPENDIX D: HEALTHY TEXAS WOMEN CERTIFICATION	75
	APPENDIX E: WOMEN AT OR BELOW 200% FPL	79

1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

The remainder of this page is intentionally left blank.

3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

The remainder of this page is intentionally left blank.

4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPoint

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

The remainder of this page is intentionally left blank.

PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> <u>http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</u>	<input type="checkbox"/>	

--	--	--	--

REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant:

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
-----------------------	----

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
--	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN
Program Component C
Professional Development

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component E LARC Usage

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Applicant:**

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Applicant's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant's form. Label Form L-1.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPJCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	4
1.01 Definitions	4
1.02 Interpretive Provisions	5
ARTICLE II Payment Methods and Restrictions	6
2.01 Payment Methods	6
2.02 Final Billing Submission	6
2.03 Financial Status Reports (FSRs)	7
2.04 Debt to State and Corporate Status	7
2.05 Application of Payment Due	7
2.06 Use of Funds	7
2.07 Use for Match Prohibited	7
2.08 Program Income	7
2.09 Nonsupplanting	8
ARTICLE III. STATE AND FEDERAL FUNDING	8
3.01 Funding	8
3.02 No debt Against the State	8
3.03 Debt to State	8
3.04 Recapture of Funds	8
ARTICLE IV Allowable Costs and Audit Requirements	9
4.01 Allowable Costs	9
4.02 Independent Single or Program-Specific Audit	10
4.03 Submission of Audit	10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS	11
5.01 General Affirmations	11
5.02 Federal Assurances	11
5.03 Federal Certifications	11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY	11
6.01 Ownership	11
6.02 Intellectual Property	11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE	11
7.01 Books and Records	11
7.02 Access to records, books, and documents	12

7.03	Response/compliance with audit or inspection findings	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION		13
8.01	Contract Management	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement	14
ARTICLE IX MISCELLANEOUS PROVISIONS		14
9.01	Amendment	14
9.02	Insurance	14
9.03	Legal Obligations	14
9.04	Permitting and Licensure	14
9.05	Indemnity	15
9.06	Assignments	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue	16
9.10	Survivability	17
9.11	Force Majeure	17
9.12	No Waiver of Provisions	17
9.13	Publicity	17
9.14	Prohibition on Non-compete Restrictions	17
9.15	No Waiver of Sovereign Immunity.....	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights	18

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

TABLE OF CONTENTS

ARTICLE I. SPECIAL DEFINITIONS	1
ARTICLE II. GENERAL PROVISIONS.....	2
2.01 Controlling Order	2
2.02 Inducements.....	2
2.03 Delegation of Authority	3
2.04 Other System Agencies Participation in the Contract	3
2.05 Most Favored Customer	3
2.06 Assumption After Assignment	4
2.07 Cooperation with HHSC Vendors	4
2.08 Renegotiation and Reprocurement Rights.....	4
2.09 Solicitation Errors.....	4
ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....	4
3.01 Authority.....	4
3.02 Prohibition	4
3.03 Exception.....	5
3.04 Remedy.....	5
ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS	5
4.01 Qualifications.....	5
4.02 Conduct and Removal	5
4.03 No Authority.....	6
4.04 E-Verify.....	6
4.05 Subcontractors Not Identified in the Solicitation Response.....	6
ARTICLE V.PERFORMANCE.....	6
5.01 Measurement	6
ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....	7
6.01 Formal Procedure	7
6.02 Minor Administrative Changes	7
6.03 Technical Guidance Letters	7
ARTICLE VII. AUDITS AND RECORDS	7
7.01 Record Retention	7
7.02 Access and Accommodation	8
7.03 Response to Audits or Inspection Findings	8
ARTICLE VIII. PAYMENT	8
8.01 Duty to Make Payment.....	8
ARTICLE IX. CONFIDENTIALITY	9

9.01 Requests for Public Information.....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information	9
ARTICLE X.DISPUTES AND REMEDIES.....	10
10.01 Agreement of the Parties	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies	11
10.04 Continuing Duty to Perform	11
ARTICLE XI. DAMAGES.....	11
11.01 Availability and Assessment	11
11.02 Specific Items of Liability	11
ARTICLE XII. TURNOVER.....	12
12.01 Turnover Plan	12
12.02 Turnover Assistance	12
ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS	13
13.01 HHSC Additional Rights	13
13.02 Third Party Software	13
13.03 Software and Ownership Rights.	13
ARTICLE XIV. MISCELLANEOUS PROVISIONS	13
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose	14
14.03 Conflicts of Interest	14
14.04 Flow Down Provisions	14
14.05 Recruitment Prohibition	14
14.06 Manufacturer’s Warranties	14
14.07 Cooperation with HHSC Designees	15
14.08 Notice of Litigation or Contract Action	15

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM H: FUNDING REQUEST AND CLIENTS SERVED **REVISED**

Legal Business Name of Applicant:

The University of Texas Medical Branch Regional Maternal and Child Health Program

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$1,327,645
------------------------------	--------------------

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	14,700
---	--------

Attachment C – Contractor’s Revised Budget

General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- * After you complete each budget category detail template, go to the Budget Summary.
- * Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- * Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- * Fill all budget forms out in **WHOLE DOLLARS**.

get

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$3,092,580	\$588,796	\$2,503,784
B. Fringe Benefits	\$773,145	\$147,199	\$625,946
C. Travel	\$10,014	\$1,907	\$8,107
D. Equipment	\$0	\$0	\$0
E. Supplies	\$650,150	\$123,782	\$526,368
F. Contractual	\$0	\$0	\$0
G. Other	\$1,334,013	\$253,984	\$1,080,029
H. Total Direct Costs	\$5,859,902	\$1,115,668	\$4,744,234
I. Indirect Costs	\$1,113,381	\$211,977	\$901,404
J. Total (Sum of H and I)	\$6,973,283	\$1,327,645	\$5,645,638

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$3,092,580	\$3,092,580	Fringe Benefits	\$773,145	\$773,145
	Travel	\$10,014	\$10,014	Equipment	\$0	\$0
	Supplies	\$650,150	\$650,150	Contractual	\$0	\$0
	Other	\$1,334,013	\$1,334,013	Indirect Costs	\$1,113,381	\$1,113,381

TOTAL FOR:	Distribution Totals	\$6,973,283	Budget Total	\$6,973,283
-------------------	---------------------	-------------	--------------	-------------

List any budget assumptions below:

Revised: 7/6/2009 \$0					

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Itemize the elements of fringe benefits in the space below:

	Fringe Benefit Rate %	25.00%
	Fringe Benefits Total	\$773,145

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
-HSC required HTW program training	Mandatory trainings to learn about HTW grant, procedures and processes.	Austin	3/2	Mileage	\$880
				Airfare	
				Meals	\$426
				Lodging	\$1,056
				Other Costs	\$200
				Total	\$2,562
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,562

Page 88 of 96 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Mileage for Community Health Workers	3000	\$0.54	\$1,620		\$1,620
Mileage for staff between clinics	2000	\$0.54	\$1,080		\$1,080
Orientation for New staff	2000	\$0.54	\$1,080		\$1,080
Mileage for education to Galveston	2500	\$0.54	\$1,350		\$1,350
Mileage for LARC education	2300	\$0.54	\$1,242		\$1,242
Mileage for Frontline staff training	2000	\$0.54	\$1,080		\$1,080
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel **\$7,452**

Other / Local Travel Costs: **\$7,452** Conference / Workshop Travel Costs: **\$2,562** Total Travel Costs: **\$10,014**

Indicate Policy Used: Respondent's Travel Policy State of Texas Travel Policy

Detail Form

University of Texas Medical Branch - Regional Maternal & Child Health Program

[illegible]

\$0

University of Texas Medical Branch - Regional Maternal & Child Health Program

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Revised: 7/6/2009

--

tractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Description of Item <small>[If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]</small>	Purpose & Justification	Total Cost
Rentals		\$639,302
Utilities		\$55,130
Services - Janitorial, cleaning, etc		\$56,326
Telecommunication		\$50,000
Lab Services		\$439,745
Data Processing Service - Contract IT		\$93,510
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

\$1,334,013

FORM F - 7 Indirect Costs

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health

Total amount of indirect costs allocable to the project:

Amount: \$1,113,381

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:
BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

0.19

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Total direct costs

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
							Salary/Wage Total	\$0

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
Salary/Wage Total								\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Conference / Workshop Travel Costs	Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs												
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
Total	\$0																
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
Total	\$0																
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
Total	\$0																
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
Total	\$0																
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td>Total</td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		Total	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
Total	\$0																

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

Other / Local Travel Costs: Total Travel Costs:

Conference / Workshop Travel Costs:

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

Other / Local Travel Costs: Total Travel Costs:

Conference / Workshop Travel Costs:

Detail Form (Supplemental)

University of Texas Medical Branch - Regional Maternal & Child Health Program

[illegible]

\$0

Detail Form (Supplemental)

University of Texas Medical Branch - Regional Maternal & Child Health Program

[illegible]

04

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

University of Texas Medical Branch - Regional Maternal & Child Health Program

[illegible]

Revised: 7/6/2009

--

tractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

\$0

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

University of Texas Medical Branch - Regional Maternal & Child Health Program

[illegible]

Revised: 7/6/2009

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

[illegible]**Total Amount Requested for Other:**

05

University of Texas Medical Branch - Regional Maternal & Child Health Program

[illegible]

\$0

Attachment D – Contractor's Original Application

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1

for

SOLICITATION: # 529-16-0094

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi

Phone: 512-406-2410

Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.

Microsoft PowerPoint
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:

Date: 4/29/16

Printed or Typed Name of Authorized Signature: Carolee "Carrie" King, JD

Business Entity Name: The University of Texas Medical Branch Regional Maternal and Child Health Program

Content Review



HHS Procurement and Contracting Services

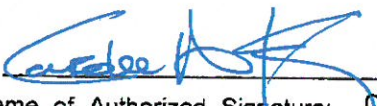
SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2 for SOLICITATION: # 529-16-0094

Date: 4/15/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
Date Due: 04/27/2016	Time Due: 2:00 pm
<u>DESCRIPTION OF THE ADDENDUM:</u> This Addendum is issued to reflect the following information, clarification or change: HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents. <div style="display: flex; justify-content: space-around;"><div>2016 4 15 HTW RFP Amendment -- 4-15-1</div><div>HTW Sign In Sheet.PDF</div><div>Microsoft Excel Worksheet</div></div>	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:  Date: 4/29/16
Printed or Typed Name of Authorized Signature: Carolee "Carrie" King, JD
Business Entity Name: The University of Texas Medical Branch Regional Maternal and Child Health Program


Content Review



HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3 for SOLICITATION: # 529-16-0094

Date: 4/20/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi
Phone: 512-406-2410
Fax: 512-406-2688

Date Due: 05/2/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.

HTW RFP
Amendment #3

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:


1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: 

Date: 4/29/16

Printed or Typed Name of Authorized Signature: Carolee "Carrie" King, JD

Business Entity Name: The University of Texas Medical Branch Regional Maternal and Child Health Program


Content Review

UTMB RMCHP EXECUTIVE SUMMARY

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

As UTMB Galveston celebrates its 125th anniversary, The Regional Maternal Child Health Program (RMCHP) also proudly celebrates its 50 years of service providing health care to the women of Southeast Texas. Our experience, knowledge and attention to detail have served us well in an enduring environment of constrained resources. We deliver our patient services in a compassionate, effective, efficient and accessible manner, and our record with DSHS has proven us to be good stewards of state funding. We pledge to not only to continue this performance but to further improve upon it.

Our clinics are typically located in areas where our patients often find it difficult to obtain healthcare services due to social, economic and cultural barriers. We have demonstrated capabilities providing quality services in these challenging areas. In fact, many of our clinics were originally established in communities at the request of local officials to meet the needs of their constituents. The UTMB RMCHP program has met this critical need for many years and provides what our patients need at our clinics. This includes financial screening to determine the appropriate funding resources for our patients. Prenatal care is provided for both low and high risk patients along with ultrasonography and antenatal testing. We provide comprehensive family planning services and have a provider in every clinic certified and credentialed for LARCS. For patients electing permanent sterilization we offer this service at our Galveston campus. We provide communicable disease treatment and immunizations and have established a robust primary care service in our clinics. We provide dysplasia services in our clinics and because of our strong infrastructure we have access to the Gyn/Oncology faculty when high level care is needed. We provide child health services in many of our clinics and this allows us to provide continuity of care from family planning, pregnancy, delivery and infant care. The ability to provide all of these services at one location greatly reduces our patient's traditional barriers to care.

The RMCHP clinics are the primary care centers for most of the women within our system. Our clinicians; who include physicians, certified nurse midwives, nurse practitioners, and physician assistants; deliver comprehensive and coordinated health care services to our patients. RMCHP both contributes to and benefits from UTMB's mission of patient care and provider education. Direct and integrated access to UTMB's support services and infrastructure allows us to refer our patients to specialty physicians and other healthcare services. Within this infrastructure network, we have a robust program of policies and procedures including: employee orientation and training, staff development, quality assurance, RMCHP nursing guidelines, Press Ganey patient satisfaction survey, and high level practice guidelines. Our Class D pharmacy has a dedicated pharmacist staff with its own policies and procedures. Our internal lab facilities have their own policies and procedures with CLIA certification. Broad based programs manage infection control, safety and environment, care guidelines, electronic medical records, computerized patient notification systems and community outreach. UTMB further supports RMCHP through ambulatory services including Human Resources, access center for after-hours patient questions and direction, language assistance, institutional policy and procedure, facilities management, risk management, medical records, patient relations, quality of care committees, accounting, legal, purchasing, nursing peer review, office of diversity

Legal Business Name of**Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program**

and inclusion, employee assistance and many additional services available for staff training and support.

The RMCHP has the self-contained infrastructure to provide women's health services to a well-established patient population. We will continue to provide family planning services and primary health care services in all 13 of our clinics. Our record demonstrates our dedication to meeting the health care needs of women and their families. We have successfully met our established goals for family planning patients and will continue to do so. We have an established plan for outreach to target new patients in the growing communities where our clinics are located. We will utilize our Community Health Workers to communicate with and engage in our communities. We will continue to educate community groups about our services and provide access to our patients for clinic visits that work for the patient. This includes extended hours in clinics where this is a need for our patient population. Our staff will continue to engage in communities by attending health fairs and local community outreach activities.

The RMCHP's data and financial management systems are robust and redundant. We are part of the EPIC system. This electronic medical record system is an integrated enterprise software system spanning and connecting the clinic to facilitate access and improve scheduling and registration. Additionally, EPIC includes the revenue function and allows patient access to MyChart applications. This allows patients direct, online access to lab results, appointments, immunizations, medical history, etc. Reporting data are collected and the electronic database is tied to the appointment system. We receive monthly reports with the data needed to better manage our grants and detect billing problems. The records also assist us in our QA data as we can easily identify trends or significant variations in treatments and recommendations made by individual providers. This evaluation tool can be used in feedback and quality management training. Our medical record system is stable and all processes are evaluated in a test environment to enhance quality and data security.

The RMCHP has the infrastructure already in place to provide increased access to care for women's health and family planning services. Based on the number of patients we provided services to last year, we feel the number of women served in this grant will be over 14,000 unduplicated patients. We will provide contraceptive counseling and the method of choice for our patients. We plan to increase our LARC percentage by a minimum of 5% for this grant. All clinical staff will receive education about contraceptive counseling using the methodology of LARC First Practice. This project stresses the importance of educating all family planning clients about contraceptive choices, and the most effective contraception LARCs. We will work with the patient to determine the most effective method and care will be individualized based on the patient's needs.

Our goal is to provide family planning services and contraception to more women in the communities we serve. Our program is well established and has many years of providing care to the underserved women and children in our local communities. Our patients trust us and for many of them, we are the sole source of healthcare. We are committed to providing the very best care to our patients in an environment accessible to the patient. The funding from the Healthy Texas Women grant will allow us to continue and expand the services we have provided for over 50 years, and we look forward to working with HHSC on this endeavor.

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	√	6
B	Texas Counties and Regions List Served by Project	√	7
C	Contact Person Information	√	8
D	Deleted -- nothing to be submitted	√	9
E	Deleted -- nothing to be submitted	√	10
F	Budget Summary and Details	√	11
G	Respondent Background	√	27
H	Funding Request and Performance Measures	√	109
I	Work Plan	√	110
J	Assessment Narrative	√	168
K	Healthy Texas Women Clinic Site Readiness	√	171
K-1	Healthy Texas Women Clinic Sites*	√	184
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
L	Staff Development Plan	√	197
L-1	Staff Development Training Calendar	√	201
M	Community Education/Program Promotion Plan	√	205
M-1	Community Education/Program Promotion Calendar	√	208

NOTE: Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar. √ 215

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	√	229
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	√	230
3	Required Certifications	√	232
4	Federal Lobbying Certification	√	234
5	Anti-Trust Certification	√	235
6	Respondent Information and Disclosures	√	236
7	HUB Subcontracting Plan (HSP)	√	224
8	HHS Information Security and Privacy Initial Inquiry (SPI)	√	240

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es). Any Texas resident is welcome and served in the Regional Maternal and Child Health Program. The counties checked below are those which we had patients from last year. Our clinics are located in the following counties: Brazoria, Fort Bend, Galveston, Harris, Hidalgo, Jefferson, Montgomery & Orange.

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input checked="" type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input checked="" type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input checked="" type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input checked="" type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input checked="" type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input checked="" type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input checked="" type="checkbox"/>	03	Hill	<input checked="" type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input checked="" type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input checked="" type="checkbox"/>	11
Austin	<input checked="" type="checkbox"/>	06	Denton	<input checked="" type="checkbox"/>	03	Houston	<input checked="" type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input checked="" type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input checked="" type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input checked="" type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input checked="" type="checkbox"/>	07	Edwards	<input checked="" type="checkbox"/>	08	Jackson	<input checked="" type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input checked="" type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input checked="" type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input checked="" type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input checked="" type="checkbox"/>	05	Navarro	<input checked="" type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input checked="" type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input checked="" type="checkbox"/>	05	Travis	<input checked="" type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input checked="" type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input checked="" type="checkbox"/>	03	Nueces	<input checked="" type="checkbox"/>	11	Tyler	<input checked="" type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input checked="" type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input checked="" type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input checked="" type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input checked="" type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input checked="" type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input checked="" type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input checked="" type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input checked="" type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input checked="" type="checkbox"/>	03	Victoria	<input checked="" type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input checked="" type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input checked="" type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input checked="" type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input checked="" type="checkbox"/>	05	Waller	<input checked="" type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input checked="" type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input checked="" type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input checked="" type="checkbox"/>	06
Cherokee	<input checked="" type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input checked="" type="checkbox"/>	04	Lavaca	<input checked="" type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input checked="" type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input checked="" type="checkbox"/>	07	Lee	<input checked="" type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input checked="" type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input checked="" type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input checked="" type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input checked="" type="checkbox"/>	07	Robertson	<input checked="" type="checkbox"/>	07	Wise	<input checked="" type="checkbox"/>	03
Colorado	<input checked="" type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input checked="" type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input checked="" type="checkbox"/>	05	Lubbock	<input checked="" type="checkbox"/>	01	Sabine	<input checked="" type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input checked="" type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input checked="" type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input checked="" type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input checked="" type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION**Legal Business Name of Respondent:**

The University of Texas Medical Branch Regional Maternal and Child Health Program

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Castillo, RRA	Last Name:	Cochran, RNC, WHNP-BC, DNP
First Name:	Elizabeth (Liz)	First Name:	Marlo
Salutation:	Ms.	Salutation:	Dr.
Title:	Fac Assoc OBGYN Clin Support	Title:	Administrative Director, RMCHP
Email:	elcastil@utmb.edu	Email:	mbcochra@utmb.edu
Phone:	409-747-2026	Phone:	409-747-6648

<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Sadro, CPA, MSM King, JD	Last Name:	Hankins, MD
First Name:	Cheryl A. Carolee Ann	First Name:	Gary D.V.
Salutation:	Ms. Ms.	Salutation:	Dr.
Title:	EVP & Chief Bus/Fin Officer Sr VP & General Counsel	Title:	Healthy Texas Women Med Director
Email:	csadro@utmb.edu caaking@utmb.edu	Email:	ghankins@utmb.edu
Phone:	409-266-2006 409-772-1904	Phone:	409-772-1957

<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Cochran, RNC, WHNP-BC, DNP	Last Name:	Golden Beck, RN, MS
First Name:	Marlo	First Name:	Katherine
Salutation:	Dr.	Salutation:	Ms.
Title:	Administrative Director, RMCHP	Title:	Regional Director, RMCHP
Email:	mbcochra@utmb.edu	Email:	kgbeck@utmb.edu
Phone:	409-747-6648	Phone:	409-772-0979

FORM D: Intentionally Left Blank

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

FORM E: Intentionally Left Blank

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$3,092,580	\$1,546,290	\$1,546,290
B. Fringe Benefits	\$773,145	\$386,572	\$386,573
C. Travel	\$28,482	\$14,241	\$14,241
D. Equipment	\$0	\$0	\$0
E. Supplies	\$650,150	\$325,075	\$325,075
F. Contractual	\$0	\$0	\$0
G. Other	\$1,315,545	\$657,773	\$657,772
H. Total Direct Costs	\$5,859,902	\$2,929,951	\$2,929,951
I. Indirect Costs	\$1,113,381	\$556,690	\$556,691
J. Total (Sum of H and I)	\$6,973,283	\$3,486,641	\$3,486,642

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in *whole dollars*. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$3,092,580	\$3,092,580	Fringe Benefits	\$773,144	\$773,145
	Travel	\$28,482	\$28,482	Equipment	\$0	\$0
	Supplies	\$650,150	\$650,150	Contractual	\$0	\$0
	Other	\$1,315,545	\$1,315,545	Indirect Costs	\$1,113,381	\$1,113,381
TOTAL FOR:	Distribution Totals		\$6,973,283	Budget Total		\$6,973,283

List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Maternal & Child Specialist - E	N	The advanced practice nurses provide direct patient care i.e. health assessments and procedures (Primary care portion only)	35	Yes	\$2,690.00	12	\$1,129,800
Nurse Clinician (I-IV) - E	N	Provides triage; professional education and counseling; administers immunizations/meds (Primary care portion only)	35	Yes	\$1,900.00	12	\$798,000
Vocational Nurse-E	N	Provides professional education and counseling; administers immunizations/meds (Primary Care portion only)	6	Yes	\$900.00	12	\$64,800
Regional Director-E	N	Provides overall management of clinics (Primary Care portion only)	2	Yes	\$2,800.00	12	\$67,200
Outpatient Health Aide_E	N	Prepares patient for examination and procedures, assists with patient flow; assist with specimen collection; translates (Primary Care portion only)	15	No	\$700.00	12	\$126,000
Patient Services Specialist	N	Greets, registers patients, begins EMR, makes appointments, takes incoming calls, various financial and billing responsibilities (Primary Care portion only)	50	No	\$1,000.00	12	\$600,000
Medical Assistant_E	N	Assists providers and nurses with direct patient care; helps with patient flow; collects specimens; translates (Primary Care portion only)	21	No	\$705.00	12	\$177,660
Maternal & Child Specialist	Y	The advanced practice nurses provide direct patient care i.e. health assessments and procedures (Primary care portion only)	4	Yes	\$2,690.00	12	\$129,120
							\$0

Revised: 7/6/2009

							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total	\$3,092,580
------------------	-------------

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

--

	Fringe Benefit Rate %	25.00%
	Fringe Benefits Total	\$773,145

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
HHSC required HTW program training	Mandatory trainings to learn about HTW grant, procedures and processes.	Austin	3/2	Mileage	\$880
				Airfare	
				Meals	\$426
				Lodging	\$1,056
				Other Costs	\$200
				Total	\$2,562
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,562

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Mileage for Community Health Workers	10000	\$0.54	\$5,400		\$5,400
Mileage for staff between clinics	12000	\$0.54	\$6,480		\$6,480
Orientation for New staff	6000	\$0.54	\$3,240		\$3,240
Mileage for education to Galveston	5000	\$0.54	\$2,700		\$2,700
Mileage for LARC education	10000	\$0.54	\$5,400		\$5,400
Mileage for Frontline staff training	5000	\$0.54	\$2,700		\$2,700
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$25,920

Other / Local Travel Costs \$25,920

Conference / Workshop Travel Costs \$2,562

Total Travel Costs: \$28,482

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Consumable Supplies - Medical Supplies	Medical supplies to support patient care	\$537,582
Consumable Supplies - Office General Supplies	Office supplies used to support patient care	\$112,568
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$650,150

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: University of Texas Medical Branch - Regional Maternal & Child Health Program

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: \$0

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health Program

Description of Item <small>[If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]</small>	Purpose & Justification	Total Cost
Rentals		\$620,834
Utilities		\$55,130
Services - Janitorial, cleaning, etc		\$56,326
Telecommunication		\$50,000
Lab Services		\$439,745
Data Processing Service - Contract IT		\$93,510
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$1,315,545

FORM F - 7 Indirect Costs

Legal Name of Respondent:

University of Texas Medical Branch - Regional Maternal & Child Health

Total amount of indirect costs allocable to the project:

Amount: \$1,074,078

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

0.19

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Total direct costs

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1746000949

DATE:12/03/2012

ORGANIZATION:

University of Texas Medical Branch at
Galveston

The University of Texas System

Room 5.132 Administration Annex II

Galveston, TX 77550-2774

FILING REF.: The preceding
agreement was dated
04/29/2009

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: Facilities And Administrative Cost Rates

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	09/01/2012	08/31/2014	54.50	On Campus	Organized Research
PRED.	09/01/2014	08/31/2016	55.00	On Campus	Organized Research
PRED.	09/01/2012	08/31/2016	26.00	Off Campus	Organized Research
PRED.	09/01/2012	08/31/2016	47.00	On Campus	Instruction
PRED.	09/01/2012	08/31/2016	26.00	Off Campus	Instruction
PRED.	09/01/2012	08/31/2016	42.00	On Campus	Other Sponsored Activities
PRED.	09/01/2012	08/31/2016	19.00	Off Campus	Other Sponsored Activities

ORGANIZATION: University of Texas Medical Branch at Galveston The
University of Texas System

AGREEMENT DATE: 12/3/2012

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PROV.	09/01/2016	Until Amended		Use same rates and conditions as those cited for the fiscal year ending August 31, 2016.	

*BASE

Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

ORGANIZATION: University of Texas Medical Branch at Galveston The
University of Texas System

AGREEMENT DATE: 12/3/2012

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF-CAMPUS DEFINITION: For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s), the off-campus rate will apply. Actual costs will be apportioned between on-campus and off-campus components. Each portion will bear the appropriate rate.

Equipment Definition -

Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

FRINGE BENEFITS:

FICA	Retirement
Worker's Compensation	Life Insurance
Unemployment Insurance	Health Insurance
Termination Pay	

ORGANIZATION: University of Texas Medical Branch at Galveston The
University of Texas System

AGREEMENT DATE: 12/3/2012

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

University of Texas Medical Branch at Galveston The University of
Texas System

(INSTITUTION)

(SIGNATURE)

William R. Elger, CPA

(NAME)

Executive Vice President,
Chief Business and Finance Officer

(TITLE)

12/6/2012

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Arif Karim

(NAME)

Director, Division of Cost Allocation

(TITLE)

12/3/2012

(DATE) 0254

HHS REPRESENTATIVE:

Ernest Kinneer

Telephone:

(214) 767-3261

COMPONENTS OF PUBLISHED F&A COST RATE

INSTITUTION: **University of Texas Medical Branch at Galveston**

FY COVERED BY RATE: **September 1, 2012 through August 31, 2016**

APPLICABLE TO: **ORGANIZED RESEARCH**

RATE COMPONENT:

	FY2013-14 ON CAMPUS	FY2015-16 ON CAMPUS	OFF CAMPUS
Building Depreciation	3.9	3.9	
Equipment Depreciation	4.5	4.7	
Interest	2.0	2.2	
Operation & Maintenance	15.2	15.3	
Library	1.6	1.6	
Utility Allowance	1.3	1.3	
Administration	26.0	26.0	26.0
TOTAL	54.5	55.0	26.0

CONCURRENCE:

University of Texas Medical Branch at Galveston

(Institution)


(Signature)

William R. Elger, CPA

(Name)

Executive Vice President, Chief Business and Finance Officer

(Title)

12/6/2012

(Date)

FORM G: RESPONDENT BACKGROUND

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

1. Respondent must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G – Respondent Background Guidelines.
3. Respondent's response must not exceed 18 pages.

1. The University of Texas Medical Branch (UTMB) Regional Maternal and Child Health Program (RMCHP) is UTMB's most extensive effort in community outreach. The RMCHP is composed of a total of 13 RMCHP clinic sites and 20 WIC satellite clinics. We are dedicated to bringing health care to the women and children of medically underserved communities throughout east and southeast Texas. The program's mission is "We are committed to providing quality health, education, and human services in partnership with communities in Texas. We work together with mutual respect and dignity, doing our best to contribute to a healthier future for all."

The vision for the Regional Maternal and Child Health Program includes the earned respect in the communities we serve so all people identify our system as providing the best health care available in the United States for women and their families. We continue to refine our model system of care for the underserved, so that all women in the communities will seek our services. Care is delivered using an interdisciplinary approach to health care linked by state-of-the-art information systems. Services are delivered in a compassionate, effective, efficient, accessible and culturally sensitive manner so that all patients can attain optimal health and well-being.

We are committed to creating an environment for our patients and staff to promote the values we hold as critical to the operation of our program. These include an environment of trust, integrity, collaboration, service, diversity, innovation, community, life-long education, and personal responsibility.

A community participation committee provides advice to us regarding services and opportunities for outreach. From this group of people, we receive guidance concerning areas of need within our region.

The Texas Board of Regents serves as the official board of directors for our program as well as all other schools, departments, and programs within the University of Texas System. The RMCHP is a valued component of the Department of Obstetrics and Gynecology and UTMB as a whole. The RMCHP's patients and staff benefit from the University's commitment to the program.

2. The organizational structure of the RMCHP is appropriate and adequate for the size and scope of the organization. The RMCHP is under the medical direction of Dr. Gary Hankins, Chairman of the Department of Obstetrics and Gynecology with assistance from three medical directors. Dr. Marlo Cochran, serves as the administrative director

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

as well as a women's health nurse practitioner. She reports directly to Dr. Hankins and has the assistance of two regional directors who are both advanced nurse practitioners. Each full-time clinic has a clinic director and manager who oversee the day-to-day operations of the clinic and report to the regional directors. The directors of the billing reporting office and the business office in the Department work with the RMCHP administrative director. The RMCHP faculty providers are part of the Department of Ob/Gyn which is part of the School of Medicine within UTMB. UTMB is part of the University of Texas System and reports to the Texas Board of Regents through the President, Dr. David Callender, who is supportive of the RMCHP vision and work. When necessary, he takes RMCHP interests to the Board of Regents.

The RMCHP is a valued component of UTMB. The RMCHP greatly benefits from all the supportive infrastructure, health care services and information an academic university of our size can provide. We benefit from and contribute to the University's support systems including the training department, university advancement, human resources, legal affairs, facilities operations and maintenance, safety, medical staff credentialing, quality, risk management, healthcare epidemiology, financial and administrative systems, technical assistance, research activities and informational systems.

In assessing our capacity, the infrastructure of the RMCHP contains the following components: RMCHP policies and procedures, orientation plan, staff development plan, quality assurance plan and activities, RMCHP nursing guidelines, patient satisfaction surveys, RMCHP practice guidelines, Class D Pharmacy policies and procedures, laboratory policies and procedures with CLIA certification, infection control, safety manual, MSDS sheets, environment of care guidelines, electronic medical records, central scheduling and information systems, computerized patient reminder system, auditing, and data collection system, and community outreach and access activities. UTMB supports the RMCHP through Human Resource activities, the Access Center for patient questions after hours, Payroll, Language Assistance, the institutional policies and procedures, facilities management, medical records, risk management, patient relations, Quality of Care Committee, Accounting, Legal, Purchasing, Information Systems, HUB vendors, nursing peer review, Organizational Training and Development, Office of University Advancement and Public Affairs, Employee Assistance, Office of Equal Opportunity and Diversity, and additional specialized clinical services. The RMCHP is a mature and stable organization, which has proven its capacity to serve Texas women and children for over 50 years.

Organization Charts [See pages 32 through 33](#)

3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director. [See pages 34 through 108](#)

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

CEO: Dr. David L. Callender

CFO: Cheryl A. Sadro, CPA, MSM

Medical Director: Dr. Gary D.V. Hankins

Clinical/Program Director: Dr. Marlo Cochran

4. The UTMB Regional Maternal and Child Health Program originated in the mid-50s, when UTMB first extended its obstetrics and gynecology services to include neighboring La Marque. Since then, many of our clinics exist because government agencies asked UTMB to enter into a joint venture with community, state and federal agencies to fill the health care gap. Each clinic is co-located with as many public services as possible to provide the convenience of “one stop shopping” for the population we serve.

As our clinical outreach has expanded, family planning services are now provided in all 13 of our RMCHP clinics. The RMCHP program is a stable organization with rich experience in providing women’s health services and family planning services. The program is patient centered and customer service focused. The RMCHP has a long and proud history in the delivery of health care to women in Texas. Our experience, knowledge, and expertise have served us well for many years.

In discussing some of the specific administrative and clinical practices, the program protocols and guidelines are ultimately made by clinical faculty with family planning expertise. The Administrative Director is a Women’s Health Nurse Practitioner with a Doctorate in Executive Leadership. She serves on many committees concerning women’s health care at UTMB and across the state. All of RMCHP Advanced Practice Providers (APP) are credentialed by the UTMB medical staff office. Our medical director is the Chairman of the Department of Obstetrics and Gynecology and is nationally and internationally known for his expertise. We have 37 MD faculty members with expertise in every facet of women’s health which we can call on for consultations and referrals if necessary. We adhere to ACOG standards in our department and several of our physicians serve in leadership roles in that organization.

All 13 of our RMCHP clinics provide family planning services, and long acting reversible contraception (LARC) is available at all times. While most of our APPs are trained and credentialed to provide LARCS, all clinics have at least one APP on site credentialed to perform this procedure. All APP’s are licensed by the Board of Nursing or the Texas Board of Medicine and have prescriptive privileges. In addition to their clinical duties, all teach in the clinical setting and several deliver didactic courses for medical students, and advance practice nursing students, and physician assistants. All are involved in outreach activities that attract patients to our program.

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Our medical directors and healthcare providers have years of experience and expertise. Annually, our medical directors and healthcare providers collaborate on our evidence based practice guidelines. Our quality assurance program evaluates our care on a monthly basis.

We fully utilize telehealth technology—electronically linking the program to the medical university. This includes telemedicine consultations between the RMCHP clinics and our specialty physicians. We are currently working with the university to provide behavioral health services to all of our clinics via telemedicine. The university has moved to a system-wide electronic medical record that allows us to communicate both inpatient and outpatient, and with specialty services to which our patients may have been referred, allowing for continuity of care. The result is increased patient satisfaction, higher coordination and quality of health care, and continuity of care.

5. The Regional Maternal and Child Health Program has years of experience in delivering comprehensive health care services to our patients. Immunizations are offered at most family planning sites. Any laboratory test can be performed by the UTMB lab in Galveston if needed. Other diagnostic tools such as ultrasound to find elusive IUDs or Implanon capsules are used in our outlying clinics or in Galveston when needed. Screening for sexually transmitted diseases is done in each of our clinics and treatment is available there. All medical problems within the women's health spectrum can be evaluated and treated within our department. For those problems that are outside of our scope of practice, there are readily available referral sources.

If cervical dysplasia is found on a pap smear of a family planning patient, the patient is screened for the BCCS program and dysplasia evaluation and treatment is provided. We have seven advanced practice practitioners in the RMCHP who have been credentialed in colposcopy, endometrial biopsy, and treatment of dysplasia. If the dysplasia biopsy finds cancer, we are able to financially screen our citizens for the BCCS Medicaid Treatment Act and refer her to GYN-Oncology for additional treatment and cure. If an abnormal breast biopsy is found, similar wheels go into motion with obtaining a diagnostic mammogram and if needed, the BCCS Treatment Act and treatment for breast cancer—all within UTMB. We are fortunate to have Gynecology and Oncology faculty readily available to assist in the care of our patients. These faculty members are present in some of our clinics and always available for consultation.

When RMCHP patients require referrals to other departments, we typically make it within the UTMB system. The most common referrals are for cardiac evaluation, diabetes, thyroid disorders, ophthalmology consults and dermatology. The program is fortunate to have all the usual departments of medicine to refer our patients to. While it is still true that we can use our own university medical staff for referrals, not all patients

Legal Business Name of

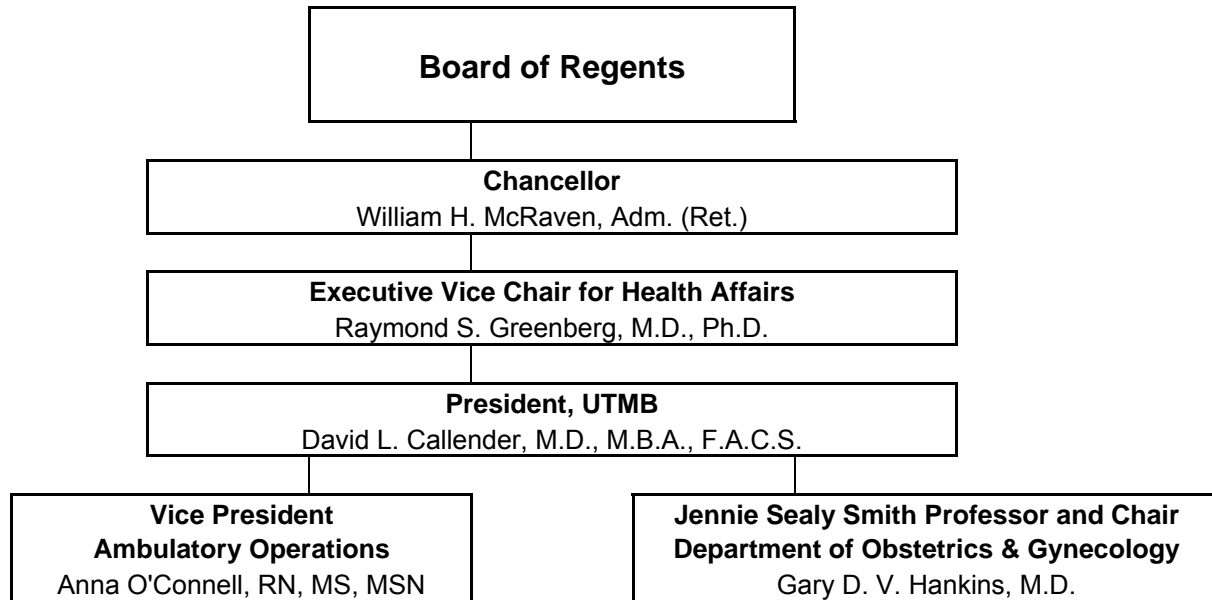
Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

can afford the services provided in other departments as funding to the hospital for indigent care has been cut. Further, some patients do not want to come to UTMB Galveston due to the distance and time involved. When this is the case, each of our clinics has up to date referral information for local resources that we can give to our patients. This includes all local social services/churches that will assist in payment of health care, federally qualified health care centers which can provide primary care services, drug and alcohol assistance programs, women's shelters, and local medical offices.

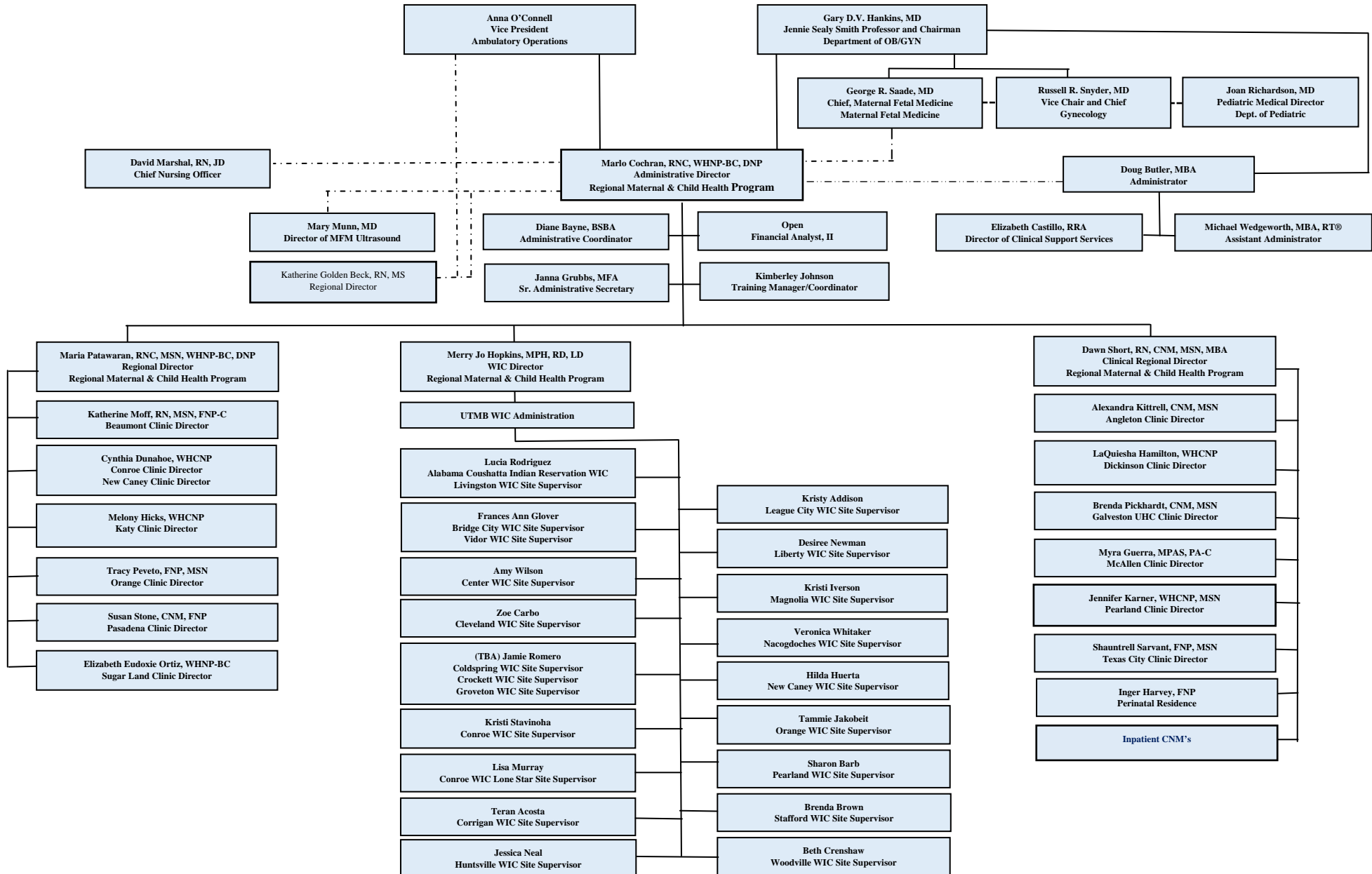
We have strong relationships with local hospitals as well. On rare occasions, a patient may be sent to the local Emergency Department. When this happens, there is a provider-to-provider hand off so that the patient receives appropriate and safe care. Additionally, the appropriate medical record information is shared.

6. The University of Texas Medical Branch Regional Maternal and Child Health Program will provide all services and supplies needed with its own equipment, materials, and employees. All program activities are done internally, and we will not be subcontracting with any outside vendors for these services.

The University of Texas System Organization



**The University of Texas Medical Branch
Department of Obstetrics and Gynecology
Regional Maternal and Child Health Program
March 2016**



Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Resumes/curriculum vitae for the CEO (Callender), CFO (Sadro), Medical Director (Hankins) licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director (Cochran).



Working together to work wonders.



David L. Callender, MD, MBA, FACS

President
The University of Texas Medical Branch

Dr. David L. Callender has served as President of the University of Texas Medical Branch (UTMB Health) since 2007. He is a head and neck surgeon with expertise in head and neck cancers.

A native of Wichita Falls, Texas, Dr. Callender received his medical degree from and completed his residency at Baylor College of Medicine. He served an oncology fellowship with the M.D. Anderson Cancer Center. He also completed an MBA at the University of Houston. He is a Fellow of the American College of Surgeons.

Before assuming the presidency of UTMB Health, Dr. Callender served as Associate Vice Chancellor and Chief Executive Officer for the UCLA Hospital System from 2004 to 2007. He had previously served in several leadership roles at M.D. Anderson, culminating in his position as Executive Vice President and Chief Operating Officer from 2001 to 2004.

Under his leadership, UTMB Health has advanced significantly in all three of its mission areas: training tomorrow's health care workforce; developing new ways to diagnose, prevent and treat illness through world-class research; and improving access to quality, evidence-based health care for the people of Texas and beyond.

Dr. Callender is credited with leading UTMB's recovery from Hurricane Ike, which caused more than \$1 billion in damage to the university's Galveston campus. Since the 2008 storm, UTMB Health has undertaken an unprecedented reconstruction and revitalization effort that is resulting in resilient facilities and infrastructure to support the university's mission well into the future. He presided over the opening of the Galveston National Laboratory, as well as ongoing construction of new hospitals on UTMB Health campuses in Galveston and League City, the addition of an Angleton Danbury campus, and expansion of outpatient clinics in rapidly growing areas of the region. He has transformed the university's strategic planning process to ensure the needed flexibility to adapt to changes in health care. UTMB Health has seen growing financial stability since 2009.

Dr. Callender and his wife, Tonya, reside in Galveston. They have three children.



Cheryl A. Sadro, CPA, MSM

Executive Vice President and Chief Business & Finance Officer
The University of Texas Medical Branch
Galveston, Texas

Cheryl joined the University of Texas Medical Branch at Galveston as Executive Vice President and Chief Business & Finance Officer on October 13, 2014.

As Executive Vice President and Chief Business & Finance Officer, she oversees six major areas of operational support for UTMB Health, including: finance; facilities and business operations; human resources; information services; contract administration; and revenue cycle. Reporting directly to UTMB President Dr. David L. Callender, Cheryl is responsible for UTMB's financial and business support performance.

Cheryl's career spans more than 30 years of service in public accountancy and financial leadership of major, mission-based health systems. From 2011-2014, she worked with Catholic Health Initiatives (CHI), serving on a number of corporate-level teams addressing national financial operations, mergers and acquisitions, national payor strategy, and clinical and operational effectiveness. During the same time, she has served as senior vice president for finance and market chief financial officer at CHI's Memorial Health Care System in Chattanooga, Tennessee.

Prior to her work with CHI, Cheryl held leadership positions at Ascension Health's Providence Hospital in Washington, DC, where she was responsible for a successful turnaround, and Providence Healthcare Network in Waco, Texas. In addition, she held progressively responsible roles at Sacred Heart Health System in Pensacola, Florida.

In 2013, Cheryl was recognized as one of the "130 Women Hospital and Health System Leaders to Know" by Becker's Hospital Review. Cheryl is a member of the American Institute of Certified Public Accountants and the Healthcare Financial Management Association. She earned her BS degree in accounting from Florida State University and her MS degree in health care management from Troy State University.

Curriculum Vitae

NAME: Gary D. V. Hankins, M.D.

DATE: January 14, 2016

PRESENT POSITION AND ADDRESS:

August 2012 to present

Garland D. Anderson, MD, Distinguished
University Chair in Maternal-Fetal Medicine
Professor and Chairman

February 2007 – August 2012

Jennie Sealy Smith Distinguished
Professor and Chairman
University of Texas Medical Branch
Department of Obstetrics and Gynecology
301 University Boulevard
3.400 Old John Sealy
Galveston, Texas 77555-0587

BIOGRAPHICAL:

Date of Birth: [REDACTED]
Place of Birth: Tazewell, Virginia
Citizenship: United States of America
Home Address: 12030 Sportsman Road
Galveston, Texas 77554

EDUCATION:

Undergraduate

1969 - 1973	Virginia Military Institute	B.S., 1973 (Biology)
-------------	-----------------------------	----------------------

Graduate

1973 - 1977	Medical College of Virginia Richmond, Virginia	M.D., 1977
-------------	---	------------

Postgraduate

Internship 1977 - 1978	Wilford Hall USAF Medical Center San Antonio, Texas	Alvin L. Brekken, M.D. OB/GYN
---------------------------	--	----------------------------------

Residency 1979 - 1981	Wilford Hall USAF Medical Center San Antonio, Texas	John C. Hauth, M.D. OB/GYN
--------------------------	--	-------------------------------

Fellowships July 1981 - January 1982	Critical Care Medicine Wilford Hall USAF Medical Center San Antonio, Texas	Robert R. Kirby, M.D. Anesthesiology
--	--	---

January 1982 - January 1984	Maternal Fetal Medicine University of Texas Southwestern Medical School at Dallas Dallas, Texas	Peggy A. Whalley, M.D. Obstetrics
--------------------------------	--	--------------------------------------

PROFESSIONAL WORK HISTORY AND TEACHING EXPERIENCE:

Academic Appointments and Positions

1985 - Present	Southwest Foundation for Biomedical Research	Assistant Scientist (Adjunct)
1989 - 1995	Uniformed Services University of the Health Sciences Bethesda, Maryland	Professor
1992 - 1995	The University of Texas Health Science Center at San Antonio Department of Family Practice	Clinical Professor
February 1995 - 2006	University of Texas Medical Branch Chief, Maternal Fetal Medicine and Obstetrics Department of Obstetrics and Gynecology Galveston, Texas	Professor
February 1995 - 2004	University of Texas Medical Branch Perinatal Outreach Program Galveston, Texas	Medical Director
July 1995 - 2006	University of Texas Medical Branch Department of Obstetrics and Gynecology Galveston, Texas	Vice-Chairman
August 2006 - February 2007	University of Texas Medical Branch Department of Obstetrics and Gynecology Galveston, Texas	Interim-Chairman

Military-Academic Appointments and Positions

January 1987 - 1995	Department of OB/GYN Wilford Hall USAF Medical Center Lackland AFB, Texas	Chairman Colonel, USAF, MC
July 1987 - December 1994	OB/GYN Residency Joint Military Medical Command San Antonio, Texas	Program Director

July 1984 - December 1989	OB/GYN Residency Wilford Hall USAF Medical Center Lackland AFB, Texas	Training Officer
March 1984 - December 1986	Department of OB/GYN Wilford Hall USAF Medical Center Lackland AFB, Texas	Assistant Chief-OB
1988 - Present	Consultant to the Air Force Surgeon General for OB/GYN	

RESEARCH ACTIVITIES:

Grants

1. Cardiopulmonary Effects of Ritodrine Hydrochloride in the Pregnant Yellow Baboon
1982 - 1983 Merrill Dow, Principal Investigator
\$20,000
2. A Comparison of Intravenous and Intramuscular Magnesium Sulfate Administration:
Hemodynamic and Pharmacological Equivalency
1985 - Surgeon General, Principal Investigator
\$19,788
3. Amniotic Fluid Embolism, Phase I - Definition of the Mechanism of Heart Failure
1986 - Surgeon General, Principal Investigator
\$15,440
4. Cardiopulmonary Effects of Intramuscularly or Intramyometrially Administered
Prostaglandin 15-Methyl in Pregnant Goats
1987 - Surgeon General, Principal Investigator
\$16,640
5. Maternal and Fetal Lamb Cardiovascular Response to Maternal Cardiopulmonary Bypass
1989 - Surgeon General, Principal Investigator
\$22,029.98
6. A Randomized Comparative Trial of Cefepime and Cefotaxime in the Treatment of
Female Patients with Acute Pelvic Infections
1989 - Bristol-Myers Company, Site Principal Investigator
\$216,000
7. A Double-Blind, Placebo-Controlled Safety and Efficacy Study of Antocin in the Acute
Treatment of Pre-Term Labor
1994 - Ortho Pharmaceuticals, Site Principal Investigator
\$117,990

8. Chlamydia Trachomatis Swab Procurement & Access Rubella and Toxo IgM
1996 - Sanofi Diagnostics, Site Principal Investigator
\$21,660
9. A Double-Blind, Randomized, Comparative, Multi-center Study of Clinafloxacin versus
Cefotetan in the Treatment of Acute Pelvic Infections
1996 - Warner Lambert/Park Davis, Site Principal Investigator
\$82,441
10. Roche Amplicor Chlamydia Trachomatis/Neisseria Gonorrhoeae Combination Test
1996 - Roche Molecular, Site Principal Investigator
\$81,099
11. Evaluation of COBAS AMPLICOR Versus Roche Amplicor Chlamydia
Trachomatis/Neisseria Gonorrhoeae Combination Test
1996 - Roche Molecular 1996, Site Principal Investigator
\$102,000
12. Comparative Investigation Between Hemagen's EIA and IFA Methodologies for the
Antibodies to Toxoplasma IgG
1996 - Hemagen Diagnostics, Site Principal Investigator
\$4,297
13. Swab Equivalency Study Phases I and II (Subcontract Pathology)
1998 - Gen Probe
\$8,410
14. A Randomized, Double-Blind, Parallel Group, Placebo and Active-Controlled Study of
Orally Administered Doses of Cizolirtine in the Treatment of Patients with Post-
Episiotomy Pain
1998 - Pharmaceutical Clinical Research Corporation, Site Principal Investigator
\$32,000
15. Subcontract with Pediatrics, Dr. David McCormick - SYNSORB Pk for the Prevention of
HUS in Children, 1998
\$3,000
16. Healthy Women/Healthy Pregnancy Trial
1998 - Episcopal Health Charities, Principal Investigator
\$223,287
17. The FASTER Trial: First and Second Trimester Evaluation of Risk for Aneuploidy.
1999 - National Institutes of Health, Site Principal Investigator
\$210,051
18. Abbott Laboratories - Chlamydia, 1999
\$34,000
19. BioMerieux Vitek BGL, BV, BVU, 1999
\$80,000

20. Quidel Corporation - Herpes, 1999
\$5,000
21. CML Project for Hospital Lab, 1999
\$1,200
22. Multi Center of MFM Units: Beneficial Effects of Antenatal Magnesium Sulfate (BEAM)
2000 – University of Alabama at Birmingham Ancillary Site
National Institutes of Health, Site Co-Investigator
\$202,737
23. Randomized Trial to Improve Twin Pregnancy Outcomes - pending
National Institutes of Health, Site Investigator
\$208,538
24. Vaginal Ultrasound Cerclage Trial Consortium
2001 – University of Alabama at Birmingham
National Institutes of Health, Site Principal Investigator
\$1,106,528
25. CGRP Control of Human Myometrial Contractility (R03 HD-38324)
2000-2002 – National Institutes of Health, Co-Investigator
26. Human Fetal Placental Vasculature and CGRP (5 R01 HL070883-02)
2002-2006 – National Institutes of Health, Co-Investigator
27. CD55, Infection and Race in Pre-term Delivery (1R01 HD41687-01)
2001-2006 – National Institutes of Health, Co-Investigator
\$298,000
28. Obstetrics-Fetal Pharmacology Research Units (U10 HD 047891). 2004–2009. National Institutes of Health. Principal Investigator.
\$2,575,647.
29. Obstetrics-Fetal Pharmacology Research Units (U10 HD047891-05S1). Funded extension due to Hurricane Ike.
05/01/2009–04/30/2010. NIH. PI: 1.80 calendar months.
\$389,779.
30. Obstetric Pharmacology Research Units Network Supplement (U10 HD047891-05S2). Pharmacology of Oseltamivir (Tamiflu-Roche in Pregnancy)
09/01/2009–04/30/2010. NIH. PI: 0.12 calendar months.
\$153,611 (direct costs).
31. Obstetric Pharmacology Research Units Network Supplement ARRA (U10 HD047891-05S3).
09/30/2009–04/30/2010. NIH. PI: 0 calendar months.
\$100,000.

32. Obstetric Pharmacology Research Units Network (U10 HD047891).
07/01/2009–12/31/2014. NIH. PI: 1.80 calendar months.
\$3,266,050
33. Obstetrics-Fetal Pharmacology Research Units (U10 HD047891-09S1). Research
Supplement to Promote Diversity.
07/01/2013–12/31/2013. NIH. PI: 0 calendar months.
\$30,090
34. UTMB Women's Reproductive Health Research Career Development Center of
Excellence. (5K12HD001269). National Institutes of Health. Principal Investigator: 1.2
calendar months.
05/01/2004–04/30/2009: \$1,846,588 (direct costs, all years).
09/30/2009–04/30/2014: \$2,200,000 (direct costs, all years).
35. Development of Bupropion for Smoking Cessation during Pregnancy (R01-DA024094).
09/30/2007–08/31/2013. National Institutes of Health. Co-Investigator (PI: Nanovskaya):
0.3 calendar months.
\$1,039,971 (direct costs, all years)
36. Bupropion for smoking cessation during pregnancy (R01-DA030998).
09/30/2010–12/31/2015. National Institutes of Health. Principal Investigator: 0.60
calendar months.
\$2,758,749 (direct costs, all years)

COMMITTEE RESPONSIBILITIES:

UTMB

Quality Management	University of Texas Medical Branch
Year 2000 Medical Equipment Task Force (1998-1999)	University of Texas Medical Branch
Healthcare Systems Credentialing Committee (1998-Current)	University of Texas Medical Branch
Biology of Reproduction Committee	University of Texas Medical Branch
Appointment, Promotion, and Tenure Committee (1998-2001) Chair, 2000	University of Texas Medical Branch
Professional Liability Review Committee (1997-Current)	University of Texas Medical Branch
UTMB Quality Assurance Committee (1995-1997, 2000-2001)	University of Texas Medical Branch
Bylaws and Accreditation Committee	University of Texas Medical Branch
Medical Staff Executive Committee	University of Texas Medical Branch
MSRDP Budget & Finance Committee	University of Texas Medical Branch
Philanthropy Advisory Committee	University of Texas Medical Branch

Departmental

Obstetrics CPI Team, Co-Chair (1996)	University of Texas Medical Branch
Departmental Internal Review Committee, Chair (1996)	University of Texas Medical Branch
Departmental Internal Review Committee Chair (2004)	University of Texas Medical Branch
Department APT Committee Chair (2000-2007)	University of Texas Medical Branch

Other

Executive Committee of the Medical Staff	Wilford Hall USAF Medical Center
Medical Records Committee	Wilford Hall USAF Medical Center
Institutional Review Board	Wilford Hall USAF Medical Center
Utilization Review Board	Wilford Hall USAF Medical Center
Credentials Review Committee	Wilford Hall USAF Medical Center
Quality Assurance/Risk Management	Wilford Hall USAF Medical Center
Strategic Planning Committee	Wilford Hall USAF Medical Center
Committee on Obstetric Practice, Chair (2005-2007)	American College of Ob/Gyn
Committee on Practice Bulletins, Obstetrics, Ex-Officio (2005)	American College of Ob/Gyn
Committee on Genetics, Ex-Officio (2005)	American College of Ob/Gyn
Committee on <i>Precis: Obstetrics</i> , 3rd Edition (2005) Editorial Chair	American College of
Ob/Gyn	
Committee on Fetus and Newborn (2006)	American College of Ob/Gyn
Task Force on Midwives, Chair (2006)	American College of Ob/Gyn
PASS Network Steering Committee, Chair (2006-present)	NIH/NICHD
Reproductive Health Drugs Advisory Committee (2006)	U.S. Food and Drug Administration
PASS Research Network Steering Committee (2006 – Present)	Chairman
ViaCell – Data Safety Monitoring Board (2007)	Chairman
NIH-FDA Intrapartum EFM/CAD Committee (2007)	Chairman
(Electronic Fetal Monitor and Computer Assisted Diagnosis)	
Committee on <i>Precis: Obstetrics</i> , 4th Edition (2009) Editorial Chair	American College of
Ob/Gyn	
Mindchild Board of Advisors	Mindchild
Task Force on Neonatal Encephalopathy & Cerebral Palsy	American College of Ob/Gyn
Healthy Texas Babies Steering Committee	Texas Department of Health Services
Expert Panel (2011 – Present)	
Duchesnay USA Advisory Board	Duchesnay USA – Board Member
Neonatal Encephalopathy/Hypoxic Ischemic Encephalopathy	American College of Ob/Gyn
International Collaboration Workshop for NIH	Society for Maternal Fetal Medicine
	National Institute of Health
Putting M Back into Maternal-Fetal Medicine Committee	American College of Ob/Gyn
Maternal Mortality and Morbidity Task Force	Texas Department of State Health Services

MEMBERSHIPS IN SCIENTIFIC SOCIETIES:

1977	Alpha Omega Alpha Honorary Medical Society
1977	Phi Kappa Phi Honorary Society
1980	Society of Air Force Clinical Surgeons Board of Directors, 1988-1989
1983	Air Force Section, Armed Forces District - ACOG Chairman, 1987-1990
1984	Association of Military Surgeons of the United States
1984	Society of Critical Care Medicine

1985	Society of Sigma XI
1986-2000	Texas Medical Association (TMA)
1986	Bexar County OB/GYN Society
1986	American College of Obstetricians and Gynecologists (ACOG), Fellow
1988	Society of Perinatal Obstetricians (SPO)/Society of Maternal Fetal Medicine (SMFM) Board of Directors, 1990-1993 Scientific Program Director, 1994 President/President Elect, 1994-1995 Informatics Committee, 1999-2000
1988	Association of Military Perinatologists of the United States Chairman, 1988-1989
1988-1993	Committee on Technical Bulletins - Obstetrics American College of Obstetricians & Gynecologists Chairman, 1991-1993
1990	The American Gynecological and Obstetrical Society (AGOS)
1990	National Adolescent Health Promotion Network American Medical Association
1990	Diagnostic & Therapeutic Technology Assessment Panel American Medical Association
1991-2012	Society for Gynecologic Investigation (SGI)
1991	Association of Professors of Gynecology and Obstetrics (APGO)
1991	PROLOG Task Force for Obstetrics American College of Obstetricians and Gynecologists
1993	The Society of Medical Consultants to the Armed Forces
1993-1996	Committee on Nominations American College of Obstetricians and Gynecologists
1993-1996	Collaborative Practice Advisory Group American College of Obstetricians and Gynecologists
1994-1995	Editorial Committee for <i>Planning for Pregnancy, Birth, and Beyond</i> American College of Obstetricians and Gynecologists
1994-1998	Committee on Scientific Program American College of Obstetricians and Gynecologists

	Scientific Program Chair, 1999 General Program Chair, 2000
1995	Committee on Defense Women's Health Research Institute of Medicine, National Academy of Sciences
1995	Galveston County Medical Society
1995	Perinatal Research Society
1995-1998	AGOS Program Committee
1996	South Atlantic Association of Obstetricians and Gynecologists, Honorary Fellow
1997	Southwest Obstetrical and Gynecological Society, Honorary Fellow
1997	International Federation of Gynecology and Obstetrics Expert Advisory Panel on Maternal & Perinatal Health & Obstetrics
1998-1999	Task Force on Cesarean Delivery Rates The American College of Obstetricians and Gynecologists
1999-2002	Task Force on Neonatal Encephalopathy and Obstetrical Antecedents, Chair The American College of Obstetricians and Gynecologists
2001	National Institutes of Health Task Force on Stillbirth, Chair
2001-2004	The Developmental Disabilities Work Group of the President's Task Force on Environmental Health Risks and Safety Risks to Children, The National Institutes of Health, Women and Children's Working Group Co-Chair
2001-2003	The Central Association of Obstetricians and Gynecologists (CAOG)
2003-2004	ACOG Prologue Obstetrics Module, Chair
2003-2005 2005-2007	ACOG OB Practice Committee, Member ACOG OB Practice Committee, Chair
2008	Maternal Fetal Medicine Advisory Board, Participant – Bayer HealthCare Pharmaceuticals
2008	Theravance Mock Advisory Panel, Participant – Anti-Infective Drugs Advisory Committee
2008	Intrapartum Electronic Fetal Monitoring (EFM) with Computer-Assisted Diagnosis (CAD) – FDA-NIH Workshop, Chair
2011	ACOG Advisory Group for the Post-Partum Initiative
2011	Healthy Texas Babies Steering Committee

BOARD CERTIFICATION:

1978 Diplomat, National Board of Medical Examiners
 1985 Diplomat, American Board of Obstetrics & Gynecology
 1987 Diplomat, American Board of Obstetrics & Gynecology, Maternal Fetal Medicine
 1994, 2000 Re-certification - Diplomat, American Board of Obstetrics & Gynecology
 1994, 2000 Re-certification - Diplomat, American Board of Obstetrics & Gynecology,
 Maternal Fetal Medicine

LICENSURE INFORMATION:

Texas	G1423	1982
Virginia	0101-031486	1978

HONORS:

1980 Hoechst-Roussel Resident Award - First Award for Best Scientific Paper
 Armed Forces District of the American College of Obstetricians and
 Gynecologists

1982 Chairman's Award for Best Paper in Obstetrics
 Armed Forces District of the American College of Obstetricians and
 Gynecologists

1983 Searle - Donald F. Richardson Memorial Prize Paper
 National Award - First Place
 American College of Obstetricians and Gynecologists

1984 Host Award - Best Scientific Paper on a Clinical Subject
 Armed Forces District of the American College of Obstetricians and
 Gynecologists

1986 Fellow, American College of Obstetricians and Gynecologists

1987 Chairman's Award for Best Paper in Obstetrics - Teaching Program
 Armed Forces District of the American College of Obstetricians and
 Gynecologists

1988 Charles A. Durham Memorial Lecture
 Complications of Tocolytics
 Texas Medical Association

1989 Society of Perinatal Obstetricians Award - Best Scientific Paper
 Co-author - First Award
 New Orleans, LA

1990	Ex caliber Award - Surgical Leadership Society of Air Force Clinical Surgeons
	Alumni Star Award School of Medicine - Virginia Commonwealth University
1992	Gold Headed Cane Award - Wilford Hall USAF Medical Center Most Representative Physician of the Highest Ethics of Medicine
1992	Founder's Award - Best Scientific Paper on a Basic Science Subject Armed Forces District of the American College of Obstetricians and Gynecologists
1992	Chairman's Award for Best Scientific Paper in Gynecology from a Teaching Hospital Armed Forces District of the American College of Obstetricians and Gynecologists
1993	Professor of the Year Armed Forces District of the American College of Obstetricians and Gynecologists
1994	Chairman's Award for Best Scientific Paper in Obstetrics from a Teaching Hospital Armed Forces District of the American College of Obstetricians and Gynecologists
1995	Kermit Krantz Award Armed Forces District of the American College of Obstetricians and Gynecologists
1996	Listed in <i>The Best Doctors in America: Central Region, 1996-1997</i> , 1st edition
2000	Contemporary OB/GYN 13 th Annual Author Award – best article on an obstetric subject. <i>Amniotic fluid embolism: an update</i> , January 2000
2003	America's Top Doctors
2004	America's Top Doctors
2005	America's Top Doctors
2005/2006	UTMB Department of Obstetrics & Gynecology Golden Apple Recipient – Clerkship for Students
2006	America's Top Doctors
2008	America's Top Doctors
2009	America's Top Doctors
2009	America's Top Obstetrician and Gynecologist

2009/2010	UTMB Department of Obstetrics & Gynecology Golden Apple Recipient by Clerkship for Students
2010	America's Top Doctors
2010	Super Doctor Award – Texas Monthly
2011	Texas Super Doctors – The Top Texas Physicians
2011	America's Top Doctors
2012	Leonard Andrew Charpentier, MD – Professorship Award for Excellence in Resident Education
2013	Texas Super Doctors – Texas Monthly
2014	Best Doctors in America
2015	Texas Super Doctors
2015	Best Doctors in America
2015	Houstonia Top Doctors

ADDITIONAL INFORMATION:

Editorial Reviewer

- Obstetrics & Gynecology
Editorial Board (January 1991-December 1995)
- American Journal of Obstetrics & Gynecology
- New England Journal of Medicine
- International Journal of Fertility
- Military Medicine
- Journal of Reproductive Medicine
- Fetal Diagnosis and Therapy
- Journal of Perinatology
- American Journal of Perinatology
- Medical Principles & Practice
- Journal of Maternal Fetal Medicine
- The American Journal of Physiology: Heart and Circulatory Physiology
- International Journal of Gynecology & Obstetrics
- Southern Medical Journal

Grant Reviewer

National March of Dimes Foundation

Examiner

American Board of Obstetrics & Gynecology - Basic Examination

Management Courses

- 1992 Wilford Hall Medical Center Physician Management Course
- 1993 Harvard Medical School - Leadership for Physician Executives
- 1995 The Seven Habits of Highly Successful People
- 1995 Principal Centered Leadership

BIBLIOGRAPHY

Published:

Articles in Peer-Reviewed Journals

1. Jacobson JM, **Hankins GD**, Murray JM, Young RL: Self-limited hyperthyroidism following intravaginal iodine administration. *Am J Obstet Gynecol* 1981;140(4):472–3.
2. **Hankins GD**, Leveno KJ: Does ritodrine cause fever? *Am J Obstet Gynecol* 1983;145(1):110–1.
3. Hauth JC, **Hankins GD**, Kuehl TJ, Pierson WP: Ritodrine hydrochloride infusion in pregnant baboons: I. Biophysical effects. *Am J Obstet Gynecol* 1983;146(8):916–24.
4. **Hankins GD**, Hauth JC, Kuehl TJ, Brans YW, Cunningham FG: Ritodrine hydrochloride infusion in pregnant baboons: II. Sodium and water compartment alterations. *Am J Obstet Gynecol* 1983;147(3):254–9.
5. **Hankins GD**, Strickland DM, Hauth JC, Kuehl TJ, Mitchell MD: The effect of ritodrine on prostaglandin metabolic concentrations in the blood of pregnant baboons. *Arch Gynecol* 1983;234(1):21–6.
6. Parker CR, Deahl T, Drewry P, **Hankins GD**: Analysis of the potential for transfer of lipoprotein-cholesterol across the human placenta. *Early Human Dev* 1983;8(3–4):289–95.
7. Cunningham FG, Leveno KJ, **Hankins GD**, Whalley PJ: Respiratory insufficiency associated with pyelonephritis during pregnancy. *Obstet Gynecol* 1984;63(1):121–5.
8. Laverson PL, **Hankins GD**, Quirk JG: Uretal obstruction during pregnancy. *J Urol* 1984;131(2):327–9.
9. **Hankins GD**, Lowe TW, Cunningham FG: Dilated cardiomyopathy and thyrotoxicosis complicated by septic abortion. *Am J Obstet Gynecol* 1984;149(1):85–6.
10. **Hankins GD**, Rowe J, Quirk JG, Truby R, Strickland DM: Significance of brown or green amniotic fluid at the time of second trimester generic amniocentesis. *Obstet Gynecol* 1984;64(3):353–8.
11. Jacobson JM, **Hankins GD**, Young RL, Hauth JC: Systemic iodide absorption following vaginal application of povidone-iodine. *J Reprod Med* 1984;29(2):98–100.
12. Parker CR, **Hankins GD**, Carr BR, Leveno KJ, Gant NF, MacDonald PC: The effect of hypertension in pregnant women on fetal adrenal function and fetal plasma lipoprotein-cholesterol metabolism. *Am J Obstet Gynecol* 1984;150(3):263–9.
13. **Hankins GD**, Wendel GD, Cunningham FG, Leveno KJ: Longitudinal evaluation of hemodynamic changes in eclampsia. *Am J Obstet Gynecol* 1984;150(5):506–12.
14. **Hankins GD**, Cunningham FG, Luby JP, Butler SL, Stroud J, Roark M: Asymptomatic genital excretion of herpes simplex virus during early labor. *Am J Obstet Gynecol* 1984;150(1):100–1.
15. Hauth JC, Gilstrap LC, **Hankins GD**: Examination of data base in midforceps delivery study. *Am J Obstet Gynecol* 1985;153(7):814.

16. **Hankins GD**, Wendel GD, Leveno KJ, Stoneham J: Myocardial infarction during pregnancy: A review. *Obstet Gynecol* 1985;65(1):139–46.
17. **Hankins GD**, Brekken AL, Davis LM: Maternal death secondary to a dissecting aneurysm of the pulmonary artery. *Obstet Gynecol* 1985;65(3 Suppl):45S–48S.
18. Hauth JC, Gilstrap LC, **Hankins GD**, Connor KD: Term maternal and neonatal complications of acute chorioamnionitis. *Obstet Gynecol* 1985;66(1):59–62.
19. **Hankins GD**, Hauth JC: A comparison of the relative toxicities of beta-sympathomimetic tocolytic agents. *Am J Perinatol* 1985;2(4):338–46.
20. Cunningham FG, Pritchard JA, **Hankins GD**, Anderson PL, Lucas JM, Armstrong KF: Peripartum heart failure: idiopathic cardiomyopathy or compounding cardiovascular events? *Obstet Gynecol* 1986;67(2):157–68.
21. Hauth JC, Gilstrap LC, Ward SC, **Hankins GD**: Early repair of an external sphincter ani muscle and rectal mucosal dehiscence. *Obstet Gynecol* 1986;67(6):806–9.
22. Hauth JC, **Hankins GD**, Gilstrap LC, Strickland DM, Vance P: Uterine contraction pressures with oxytocin induction/augmentation. *Obstet Gynecol* 1986;68(3):305–9.
23. Gilstrap LC, **Hankins GD**, Hauth JC, Collins T, Pierson W: Serial biparietal diameter and femur length measurements in twin gestations. *Am J Perinatol* 1986;3(3):183–6.
24. Leveno KJ, Klein VR, Guzik DS, Young DC, **Hankins GD**, Williams ML: A single-centre randomized trial of ritodrine hydrochloride for preterm labour. *Lancet* 1986;1(8493):1293–6.
25. Ziaya PR, **Hankins GD**, Gilstrap LC, Halsey AB: Intravenous penicillin desensitization and treatment during pregnancy. *JAMA* 1986;256(18):2561–2.
26. Turner RJ, **Hankins GD**, Weinreb JC, Ziaya PR, Davis TN, Lowe TW, Gilstrap LC: Magnetic resonance imaging and ultrasonography in the antenatal evaluation of conjoined twins. *Am J Obstet Gynecol* 1986;155(3):645–9.
27. Parker CR, **Hankins GD**, Carr BR, Gant NF, MacDonald PC, Porter JC: Prolactin levels in umbilical cord serum and its relation to fetal adrenal activity in newborns of women with pregnancy-induced hypertension. *Pediatr Res* 1986;20(9):876–8.
28. Cissik J, **Hankins GD**, Hauth JC, Kuehl TC: Blood gas, cardiopulmonary, and urine electrolyte values in the pregnant baboon (*Papio cynocephalus*). *Am J Primatol* 1986;11:277–284.
29. Strickland DM, **Hankins GD**: Amniotic fluid discoloration caused by blood. *Am J Obstet Gynecol* 1987;157(1):216–7.
30. Gilstrap LC, Hauth JC, **Hankins GD**, Beck A: Twins: Prophylactic hospitalization and ward rest at early gestational age. *Obstet Gynecol* 1987;69(4):578–81.
31. **Hankins GD**, Wendel GD, Snyder RR, Cunningham FG: Trophoblastic embolization during molar evacuation: central hemodynamic observations. *Obstet Gynecol* 1987;69(3):368–72.
32. Bloss JD, **Hankins GD**, Gilstrap LC, Hauth JC: Pulmonary edema as a delayed complication of ritodrine therapy. *J Reprod Med* 1987;32(6):469–71.
33. Gilstrap LC, Hauth JC, **Hankins GD**, Patterson AR: Effect of type of anesthesia on blood loss at cesarean section. *Obstet Gynecol* 1987;69(3):328–32.
34. Cunningham FG, Lucas JM, **Hankins GD**: Pulmonary injury complicating antepartum pyelonephritis. *Am J Obstet Gynecol* 1987;156(4):797–807.
35. **Hankins GD**, Gilstrap LC, Patterson AR: Acyclovir treatment of varicella pneumonia in pregnancy. *Critical Care Medicine* 1987;15(4):336–7.
36. Cissik JH, **Hankins GD**, Snyder RR, Ehler WJ, Pierson WA: Reference standards and the physiologic significance of the pregnant goat (*Capra Hircus*) as a human model in obstetrical research. *Comp Biochem Physiol* 1987;88(1):533–7.

37. Cissik JH, Ehler WJ, **Hankins GD**, Hauth JC, Pierson WA: Determination of cardiac output and other reference physiologic parameters in lightly anesthetized dogs (*Canis Familiaris*). *Comp Biochem Physiol* 1987;88(1):89–93.
38. Parker CR, **Hankins GD**, Guzik DS, Rosenfeld CR, MacDonald PC: Ontogeny of unconjugated estriol in fetal blood and the relation of estriol levels at birth to the development of respiratory distress syndrome. *Pediatr Res* 1987;21(4):386–90.
39. Bloss JD, **Hankins GD**, Hauth JC, Gilstrap LC: The effect of oxytocin infusion on the pharmacokinetics of intramuscular magnesium sulfate therapy. *Am J Obstet Gynecol* 1987;157(1):156–60.
40. Berryman GK, Strickland DM, **Hankins GD**, Mitchell MD: Amniotic fluid prostaglandin D2 in spontaneous and augmented labor. *Life Sciences* 1987;41(13):1611–4.
41. Gilstrap LC, Hauth JC, **Hankins GD**, Beck A: Second-stage fetal heart rate abnormalities and type of neonatal acidemia. *Obstet Gynecol* 1987;70(2):191–5.
42. **Hankins GD**, Snyder RR, Hauth JC, Gilstrap LC, Hammond T: Nuchal cords and neonatal outcome. *Obstet Gynecol* 1987;70(5):687–91.
43. Cox SM, **Hankins GD**, Leveno KJ, Cunningham FG: Bacterial endocarditis: A serious pregnancy complication. *J Reprod Med* 1988;33(7):671–4.
44. **Hankins GD**, Hauth JC, Cissik JH, Kuehl TJ: Effects of ritodrine hydrochloride on arterial-venous blood gas and shunt in healthy pregnant yellow baboons. *Am J Obstet Gynecol* 1988;158(3):658–63.
45. Parker CR, Fortunato SJ, Carr BR, Owen J, **Hankins GD**, Hauth JC: Apolipoprotein A-1 in umbilical cord blood of newborn infants: relation to gestational age and high density lipoprotein-cholesterol. *Pediatr Res* 1988;23(4):348–51.
46. **Hankins GD**: Techniques and Principals of invasive hemodynamic monitoring in obstetrics and gynecology. *ACOG Technical Bulletin #121—October 1988*.
47. **Hankins GD**, Berryman GK, Scott RT, et al: Maternal arterial desaturation with 15-methyl prostaglandin F2 alpha for uterine atony. *Obstet Gynecol* 1988;72(3):367–70.
48. Neilsen JL, Berryman GK, **Hankins GD**: Intrauterine fetal demise with isolation of echovirus 27 from amniotic fluid. *J Infect Dis* 1988;158(2):501–2.
49. **Hankins GD**, Hammond TL, Snyder RR, Gilstrap LC: Use of laser vaporization for management of extensive genital tract condyloma acuminata during pregnancy. *J Infect Dis* 1989;159(5):1001–2.
50. Davis LE, Lucas MJ, **Hankins GD**, Roark ML, Cunningham FG: Thyrotoxicosis complicating pregnancy. *Am J Obstet Gynecol* 1989;160(1):63–70.
51. **Hankins GD**, Cedars MI: Uterine incarceration associated with uterine leiomyomata: clinical and sonographic presentation. *J Clin Ultrasound* 1989;17(5):385–8.
52. Scott RT, Strickland DM, **Hankins GD**: Maternal height and weight gain during pregnancy as risk factors for cesarean section. *Military Medicine* 1989;154(7):365–7.
53. Smith VC, Eckenbrecht PD, **Hankins GD**, Leach CL: Marfans syndrome, pregnancy, and the cardiac surgeon. *Military Medicine* 1989;154(8):404–6.
54. Judge LM, **Hankins GD**: HIV screening by the tri-service surgical specialties. *Military Medicine* 1989;154(10):527–30.
55. Clark SL, Cotton DB, Lee W, Bishop C, Hill T, Southwick J, Pivarnik J, Spillman T, DeVore GR, Phelan J, **Hankins GD**, Benedetti TJ, Tolley D: Central hemodynamic assessment of normal term pregnancy. *Am J Obstet Gynecol* 1989;161:1439–42.
56. Fries MH, **Hankins GD**: Motor vehicle accident associated with minimal maternal trauma but subsequent fetal demise. *Ann Emerg Med* 1989;18(3):301–4.
57. Parker CR, Hauth JC, **Hankins GD**, Leveno KJ, Rosenfeld CR, Porter JC, MacDonald PC: Endocrine maturation and lung function in premature newborns of diabetic women. *Am J Obstet Gynecol* 1989;160(3):657–62.

58. Satin AJ, **Hankins GD**: Induction of labor in the postdate fetus. Clin Obstet Gynecol 1989;32(2):269–77.
59. **Hankins GD**, Snyder RR, Hauth JC, Gilstrap LC: Magnesium sulfate pharmacokinetics: Pregnant Capra Hircus model. Am J Perinatol 1990;7(1):49–53.
60. **Hankins GD**, Hammond TL, Snyder RR, Gilstrap LC: Transverse lie. Am J Perinatol 1990;7(1):66–70.
61. Hammond T, **Hankins GD**, Snyder RR: Transvaginal-peritoneal migration of trichomonas vaginalis as a cause of ascites. A report of two cases. J Reprod Med 1990;35(2):179–81.
62. Wians FH, Strickland DM, **Hankins GD**, Snyder RR: The effect of hypermagnesemia on serum levels of osteocalcin in an animal model. Magnes Trace Elem 1990;9(1):28–35.
63. Barth WH, Yeomans ER, **Hankins GD**: Emergent cerclage. Surg Gynecol Obstet 1990;170(4):323–6.
64. Patton DE, Lee W, Cotton DB, Miller J, Carpenter RJ, Hauth J, **Hankins GD**: Cyanotic maternal heart disease in pregnancy. Obstet Gynecol Surv 1990;45(9):594–600.
65. **Hankins GD**, Hauth JC, Gilstrap LC, Hammond TL, Yeomans ER, Snyder RR: Early surgical repair of episiotomy dehiscence. Obstet Gynecol 1990;75(1):48–51.
66. Hammond TL, Mickens-Powers BF, Strickland K, **Hankins GD**: The use of automobile safety restraint systems during pregnancy. JOGNN 1990;19(4):339–43.
67. Whitted RW, Yeomans ER, **Hankins GD**: Group A beta-hemolytic streptococcus as a cause of toxic shock syndrome: A case report. J Reprod Med 1990;35(5):558–60.
68. Wians FH, **Hankins GD**, Yeomans ER, Strickland DM: Guidelines for establishing a maternal serum alpha-fetoprotein (MSAFP) screening program. Military Medicine 1990;155(10):468–72.
69. **Hankins GD**, Lowery CL, Scott RT, Morrow WR, Carey KD, Leland MM, Colvin EV: Transplacental transfer of zidovudine (AZT) in the near term pregnant baboon. Am J Obstet Gynecol 1990;163(3):728–32.
70. Strickland DM, Yeomans ER, **Hankins GD**: Cost-effectiveness of intrapartum screening and treatment for maternal Group B streptococcus colonization. Am J Obstet Gynecol 1990;163(1):4–8.
71. Wians FH, **Hankins GD**, Yeomans ER, Hammond TL, Bradley WP, Dev J: Maternal serum alpha-fetoprotein (MSAFP) screening: The Wilford Hall experience. J Mil Med Lab Sci 1990;19:168–77.
72. **Hankins GD**, Hammond TL, Yeomans ER: Amniotic cavity accumulation of magnesium with prolonged magnesium sulfate tocolysis. J Reprod Med 1991;36(6):446–9.
73. Clark SL, Cotton DV, Pivarnik JM, Lee W, **Hankins GD**, Benedetti TJ, Phelan JP. Position change and central hemodynamic profile during normal third-trimester pregnancy and post partum. Am J Obstet Gynecol 1991;164(3):883–7.
74. Snyder RR, Hammond TL, **Hankins GD**: Human papillomavirus associated with poor healing of episiotomy repairs. Obstet Gynecol 1990;76(4):664–7.
75. Hagadorn-Freathy AS, Yeomans ER, **Hankins GD**: Validation of the 1988 ACOG Forceps Classification System. Obstet Gynecol 1991;77(3):356–60.
76. **Hankins GD**, Snyder RR, Yeomans ER: Umbilical arterial and venous acid base and blood gas values in a cohort of preterm infants. Am J Obstet Gynecol 1991;164(5):1261–4.
77. Hauth JC, **Hankins GD**, Gilstrap LC, III: Uterine contraction pressures achieved in parturients with active phase arrest. Obstet Gynecol 1991;78(3):344–7.
78. Pope LL, **Hankins GD**: Pulse oximetry: Application in the labor and delivery unit of a tertiary care center. J Reprod Med 1991;36(12):853–6.
79. Satin AJ, **Hankins GD**, Yeomans ER: A prospective study of two dosing regimens of oxytocin for the induction of labor in patients with unfavorable cervixes. Am J Obstet Gynecol 1991;165(4):980–4.

80. Horowitz GM, Scott RT, **Hankins GD**: Results of a prenatal screening program for the human immunodeficiency virus in a cross-sectional population. *J Reprod Med* 1991;36(11):773–8.
81. Cissik JH, Ehler WJ, **Hankins GD**, Snyder RR: Cardiopulmonary reference standards in the pregnant sheep (*ovis aries*): A comparative study of ovine and human physiology in obstetrics. *Comp Biochem Physiol* 1991;100(4):877–80.
82. Neal GS, **Hankins GD**: Left microtia in one monozygotic twin. A case report. *J Reprod Med* 1992;37(4):375–7.
83. Horowitz GM, **Hankins GD**: Early second-trimester use of acyclovir in treating herpes zoster in a bone marrow transplant patient: A case report. *J Reprod Med* 1992;37(3):280–2.
84. Satin AJ, **Hankins GD**, Patterson WR, Scott RT: Creatine kinase and creatine kinase isoenzymes as a marker of uterine activity. *Am J Perinatol* 1992;9(5-6):456–9.
85. Satin AJ, **Hankins GD**, Yeomans ER: Oxytocin - The more, the better? *Am J Obstet Gynecol* 1992;167:855–6.
86. Kost ER, Snyder RR, Schwartz LE, **Hankins GD**: The “less than optimal” cytology: important in obstetric patients and in a routine gynecologic population. *Obstet Gynecol* 1993;81(1):127–30.
87. **Hankins GD**, Snyder RR, Clark SL, Schwartz L, Patterson WR, Butzin CA: Acute hemodynamic and respiratory effects of amniotic fluid embolism in the pregnant goat model. *Am J Obstet Gynecol* 1993;168(4):1113–30.
88. Zahn CM, **Hankins GD**, Yeomans ER: Karyotypic abnormalities and hydramnios: Role of amniocentesis. *J Reprod Med* 1993;38(8):599–602.
89. Clark SL, Southwick J, Pivarnik JA, Cotton DB, **Hankins GD**, Phelan JP: A comparison of cardiac index in normal term pregnancy using thoracic electrical bio-impedance and oxygen extraction (Fick) techniques. *Obstet Gynecol* 1994;83(5):669–72.
90. Lunt CC, Satin AJ, Barth WH, **Hankins GD**: The effect of indomethacin tocolysis on maternal coagulation status. *Obstet Gynecol* 1994;84(5):820–2.
91. Singleton WL, Smikle CB, **Hankins GD**, Hubbard GB, Ehler WJ, Brasky KB. Surgical correction of severe vaginal introital stenosis in female baboons (*Papio sp.*) infected with simian agent 8. *Laboratory Animal Science* 1995;45(6):628–30.
92. **Hankins GD**, Clark SL: Brachial plexus palsy involving the posterior shoulder at spontaneous vaginal delivery. *Am J Perinatol* 1995;12(1):44–5.
93. Smikle CB, Sorem KA, Wians FH, **Hankins GD**: Measuring quantitative serum human chorionic gonadotropin: Variations in levels between kits. *J Reprod Med* 1995;40(6):439–42.
94. Clark SL, **Hankins GD**, Dudley DA, Dildy GA, Porter TF: Amniotic fluid embolism: Analysis of a national registry. *Am J Obstet Gynecol* 1995;172(4):1158–67.
95. Smikle CB, Lunt CC, **Hankins GD**: Clinical predictors in the evaluation of a pelvic mass. *Military Medicine* 1995;160(5):233–5.
96. Videla FL, Satin AJ, Barth WH Jr, **Hankins GD**: Trial of labor: A disciplined approach to labor management resulting in a high rate of vaginal delivery. *Am J Perinatol* 1995;12(3):181–4.
97. Smikle CB, Satin AJ, Dellinger CL, **Hankins GD**: Physical and sexual abuse: A middle-class concern. *J Reprod Med* 1995;40(5):347–50.
98. Zahn CM, **Hankins GD**, Yeomans ER: Vulvovaginal hematomas complicating delivery: Rationale for drainage of the hematoma cavity. *J Reprod Med* 1996;41(8):569–74.
99. **Hankins GD**, Clark SL, Harvey CJ, Uckan EM, Cotton D, Van Hook JW: Third trimester arterial blood gas and acid base values in normal pregnancy at moderate altitude. *Obstet Gynecol* 1996;88(3):347–50.

100. **Hankins GD**, Harvey CJ, Clark SL, Uckan EM, Van Hook JW: The effects of maternal position and cardiac output on intrapulmonary shunt in normal third trimester pregnancy. *Obstet Gynecol* 1996;88(3):327–30.
101. **Hankins GD**, Rowe TF: Operative vaginal delivery-Year 2000. *Am J Obstet Gynecol* 1996;175(2):275–82.
102. **Hankins GD**, Shaw SB, Cruess DF, Lawrence HC, Harris CD: Patient satisfaction with collaborative practice. *Obstet Gynecol* 1996;88(6):1011–15.
103. Perry RL, Satin AJ, Barth WH, Valtier S, Cody JT, **Hankins GD**: The pharmacokinetics of oxytocin as they apply to labor induction. *Am J Obstet Gynecol* 1996;174(5):1590–3.
104. Smikle CB, Satin AJ, Sorem KA, **Hankins GD**: Physical and sexual abuse in a middle class obstetrical population. *South Med J* 1996;89(10):983–8.
105. **Hankins GD**, Leicht T, Van Hook JW: Prolonged fetal bradycardia secondary to maternal hypothermia in response to urosepsis. *Am J Perinatol* 1997;14(4):217–9.
106. **Hankins GD**, Van Hook JW: Invasive hemodynamic monitoring. *Primary Care Update for Ob/Gyns* 1997;4(2):39–47.
107. Rickert VI, Wiemann CM, **Hankins GD**: Prevalence and risk factors of chorioamnionitis among adolescents. *Obstet Gynecol* 1998;92(2):254–7.
108. Van Hook JW, Leicht T, Van Hook C, Dick PL, **Hankins GD**, Harvey CJ: Aeromedical transfer of preterm labor patients. *Texas Medicine* 1998;94(11):88–90.
109. Witlin AG, Olson GL, Gogola J, **Hankins GD**: Disseminated neonatal herpes infection. *Obstet Gynecol* 1998;92(4):721.
110. **Hankins GD**: Lower thoracic spinal cord injury: A severe complication of shoulder dystocia. *Am J Perinatol* 1998;15(7):443–4.
111. Gogola J, **Hankins GD**: Amniotic fluid embolism in progress: A management dilemma! *Am J Perinatol* 1998;15(8):491–3.
112. Vedernikov YP, Saade GR, Zlatnik M, Martin E, Garfield RE, **Hankins GD**: The effect of amniotic fluid on the human omental artery in-vitro. *Am J Obstet Gynecol* 1999;180(2):454–6.
113. **Hankins GD**, Leicht T, Van Hook J, Uckan, EM: The role of forceps rotation on maternal and neonatal injury. *Am J Obstet Gynecol* 1999;180(1):231–4.
114. **Hankins GD**, Clark SL, Uckan E, Van Hook JW: Maternal oxygen transport variables during the third trimester of normal pregnancy. *Am J Obstet Gynecol* 1999;180(2):406–9.
115. **Hankins GD**, Leicht T, Anderson GD: Electronic fetal monitoring: are we meeting documentation standards? *J Reprod Med* 1999;44(5):441–4.
116. **Hankins GD**, Uckan E, Rowe TF, Collier S: Forceps and vacuum delivery: expectations of residency and fellowship training program directors. *Am J Perinatol* 1999;16(1):23–8.
117. Luo HY, Liang XL, Frye C, Wonio M, **Hankins GD**: Embryonic hemoglobins are expressed in definitive cells. *Blood* 1999;94(1):359–61.
118. Andres RL, Saade G, Gilstrap LC, Wilkins I, Witlin A, Zlatnik F, **Hankins GD**: Association between umbilical blood gas parameters and neonatal morbidity and death in neonates with pathologic fetal acidemia. *Am J Obstet Gynecol* 1999;181(4):867–71.
119. Liu X, Turner BP, Peyton CE, Reisner BS, Okorodudu AO, Mohammad AA, **Hankins GD**, Weissfeld AS, Peterson JR. Prospective study of IgM to *Toxoplasma gondii* on Beckman Coulter's Access™ immunoassay system and comparison with Zeus ELISA and gull IFA assays. *Diagnostic Microbiology & Infectious Disease* 2000;36(4):237–9.
120. Gei AF, Smith RA, **Hankins GD**. The length-of-shanks measurement: evaluation of a new technique of assessing the station of forceps deliveries. *Obstet Gynecol* 2001;97(4):S65.
121. Locksmith GJ, Gei AF, Rowe TF, Yeomans ER, **Hankins GD**: Teaching the Laufe-Piper forceps technique at cesarean delivery. *J Repro Med* 2001;46(5):457–61.

122. Suarez VR, Thompson LL, Jain V, Olson GL, **Hankins GD**, Belfort MA, Saade GR: The effect of in utero exposure to indomethacin on the need for surgical closure of a patent ductus arteriosus in the neonate. *Am J Obstet Gynecol* 2002;187(4):886–888.
123. **Hankins GD**, Koen S, Gei AF, Lopez SM, Van Hook JW, Anderson GD. Neonatal organ system injury in acute birth asphyxia sufficient to result in neonatal encephalopathy. *Obstet Gynecol* 2002;99(5):688–691.
124. Suarez VR, **Hankins GD**. Smallpox and pregnancy: from eradicated disease to bioterrorist threat. *Obstet Gynecol*. 2002;100(1):87–93.
125. **Hankins GD**, Snyder R, Dinh T, Van Hook J, Clark S, Vandelan A: Documentation of amniotic fluid embolism via lung histopathology: fact or fiction. *J Reprod Med* 2002;47(12):1021–4.
126. Gei AF, Smith RA, **Hankins GD**. Brachial plexus paresis associated with fetal neck compression from forceps. *Am J Perinatol*.2003;20(6):289–291.
127. **Hankins GD**, Erickson K, Zinberg S, Schulkin J. Neonatal Encephalopathy and cerebral palsy – a knowledge survey of fellows of The American College of Obstetricians and Gynecologists. *Obstet Gynecol* 2003;101(1):11–17.
128. **Hankins GD**. The long journey to truth—defining the true pathogenesis and pathophysiology of neonatal encephalopathy and cerebral palsy. *Obstet Gynecol Surv* 2003;58(7):435–437.
129. **Hankins GD**, Speer M. Defining the true pathogenesis and pathophysiology of neonatal encephalopathy and cerebral palsy. *Obstet Gynecol* 2003;102(3):628–636.
130. Gei AF, Pacheco LD, Van Hook JW, **Hankins GD**. The use of a continuous fusion of epinephrine for anaphylactic shock during labor: Case report and literature review. *Obstet Gynecol* 2003;102(6):1332–5.
131. Speer M, **Hankins GD**. Defining the true pathogenesis and pathophysiology of neonatal encephalopathy and cerebral palsy. *J Perinatol* 2003;23(3):179–80
132. Longo M, Jain V, Vedernikov YP, **Hankins GD**, Garfield RE, Saade GR. Effects of L-type Ca^{2+} -channel blockade, K^{+} A_{PT} -channel opening and nitric oxide on human uterine contractility in relation to gestational age and labour. *Molec Human Repro* 2003;9(3):159–164.
133. Clark SL, **Hankins GD**. Temporal and demographic trends in cerebral palsy-fact and fiction. *Am J Obstet Gynecol* 2003;188(3):628–633.
134. Vo CV, Dinh TV, **Hankins GD**. Value of ultrasound in the early diagnosis of prerupture uterine horn pregnancy: a case report. *J Reprod Med* 2003;48(6):471–3.
135. Rosen M, Brauer KI, Alperin JB, **Hankins GD**, Saade GR. Postpartum hemorrhagic shock resulting in thrombotic thrombocytopenic purpura-hemolytic uremic syndrome. *Journal of Maternal-Fetal & Neonatal Medicine* 2003;13(3):208–10.
136. Bukowski R, Burgett AD, Gei A, Saade GR, **Hankins GD**. Impairment of fetal growth potential and neonatal encephalopathy. *Am J Obstet Gynecol* 2003;188(4):1011–5.
137. Suarez VR, Park ES, **Hankins GD**, Soloff MS. Expression of regulator of G protein signaling-2 in rat myometrium during pregnancy and parturition. *Am J Obstet Gynecol* 2003;188(4):973–7.
138. Spong CY, Erickson K, Willinger M, **Hankins GD**, Schulkin J. Stillbirth in obstetric practice: report of survey findings. *J Matern Fetal Neonat Med* 2003;14(1):39–44.
139. Gonzalez-Quintero VH, Luke B, O’Sullivan MJ, Misiunas R, Anderson E, Nugent C, Witter F, Mauldin J, Newman R, D’Alton M, Grainger D, Saade G, **Hankins GD**, Macones G. Antenatal factors associated with significant birth weight discordancy in twin gestations. *Am J Obstet Gynecol* 2003;189(3):813–7.
140. Goodrum LA, **Hankins GD**, Jermain D, Chanaud CM. Complex clinical, legal, and ethical issues of pregnant and postpartum women as subjects in clinical trials: report of a conference. *Journal of Women’s Health* 2003;12(9):857–67.

141. Dong YL, Vegiraju S, Chauhan M, Gangula PR, **Hankins GD**, Goodrum L, Yallampalli C. Involvement of calcitonin gene-related peptide in control of human fetoplacental vascular tone. *Am J Physiol Heart Circ Physiol* 2004;286:H230–9.
142. Deshmukh SV, Nanovskaya TN, **Hankins GD**, Ahmed MS. *N*-Demethylation of levo- α -acetylmethadol by human placental aromatase. *Biochemical Pharmacology* 2004;67(5):885–892.
143. Nasrallah FK, Harirah HM, Vadhera R, Jain V, Franklin L, **Hankins GD**: The 30-minute decision-to-incision interval for emergency cesarean delivery, fact or fiction? *Am J Perinatol* 2004;21(2):63–68.
144. Weiss JL, Malone FD, Vidaver J, Ball RH, Nyberg DA, Comstock CH, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, Timor-Tritsch IE, and D'Alton ME for the FASTER Consortium. Threatened abortion: a risk factor for poor pregnancy outcome—a population-based screening study. *Am J Obstet Gynecol* 2004;190(3):745–50.
145. Nanovskaya TN, Deshmukh SV, Nekhayeva IA, Zharikova OL, **Hankins GD**, Ahmed MS. Methadone metabolism by human placenta. *Biochem Pharmacol* 2004;68:583–91.
146. Longo M, Jain V, Langenveld J, Vedernikov YP, Garfield RE, **Hankins GD**, Anderson GD, Saade GR. Enhanced growth and improved vascular function in offspring from successive pregnancies in endothelial nitric oxide synthase knockout mice. *Am J Obstet Gynecol* 2004;191(4):1470–6.
147. Dugoff L, Hobbins J, Malone FD, Flint Porter T, Luthy D, Comstock CH, **Hankins GD**, Berkowitz RL, Merkatz I, Craigo S, Timor IE, Carr SR, Wolfe HM, Vidaver J, D'Alton ME. First-trimester maternal serum PAPP-A and free-beta subunit human chorionic gonadotropin concentrations and nuchal translucency are associated with obstetric complications: a population-based screening study (the FASTER Trial). *Am J Obstet Gynecol* 2004;191(4):1446–51.
148. Nekhayeva IA, Nanovskaya TN, Deshmukh SV, Zharikova OL, **Hankins GD**, Ahmed MS. Bidirectional transfer of methadone across human placenta. *Biochem Pharmacol* 2005;69(1):187–97.
149. **Hankins GD**, Saade GR. Factors influencing twins and zygosity. *Paediatr Perinat Epidemiol* 2005;19(Suppl 1):8–9.
150. Locksmith GJ, Chin A, Vu T, Shattuck K, **Hankins GD**. High compared with standard gentamicin dosing for chorioamnionitis: maternal and fetal serum drug levels. *Obstet Gynecol* 2005;105(3):473–9.
151. Dong YL, Green KE, Vegiraju S, **Hankins GD**, Martin E, Chauhan M, Thota C, Yallampalli C. Evidence for decreased calcitonin gene-related peptide (CGRP) receptors and compromised responsiveness to CGRP of fetoplacental vessels in preeclamptic pregnancies. *J Clin Endocrinol Metab* 2005;90(4):2336–43.
152. Luke B, Brown MB, Misiunas RB, Mauldin JG, Newman RB, Nugent C, Gonzalez-Quintero VH, Witter FR, **Hankins GD**, D'Alton M, Macones G, Grainger D. Elevated maternal glucose concentrations and placental infection in twin pregnancies. *J Reprod Med* 2005;50(4):241–5.
153. Nanovskaya T, Nekhayeva I, Karunaratne N, Audus K, **Hankins GD**, Ahmed MS. Role of P-glycoprotein in transplacental transfer of methadone. *Biochem Pharmacol* 2005;69(12):1869–78.
154. Longo M, Jain V, Vedernikov YP, Bukowski R, Garfield RE, **Hankins GD**, Anderson GD, Saade GR. Fetal origins of adult vascular dysfunction in mice lacking endothelial nitric oxide synthase. *Am J Physiol Regul Integr Comp Physiol* 2005;288(5):R1114–21.
155. Anderson GD, Nelson-Becker C, Hannigan EV, Berenson AB, **Hankins GD**. A patient-centered health care delivery system by a university obstetrics and gynecology department. *Obstet Gynecol* 2005;105(1):205–10.

156. Luke B, Hediger M, Min SJ, Brown MB, Misiunas RB, Gonzalez-Quintero VH, Nugent C, Witter FR, Newman RB, **Hankins GD**, Grainger DA, Macones GA. Gender mix in twins and fetal growth, length of gestation and adult cancer risk. *Paediatr Perinat Epidemiol* 2005;19(Suppl 1):41–7.
157. Morgan MA, **Hankins GD**, Zinberg S, Schulkin J. Neonatal encephalopathy and cerebral palsy revisited: the current state of knowledge and the impact of American College of Obstetricians and Gynecologists Task Force report. *J Perinatol* 2005;25(8):519–25.
158. Luke B, Brown MB, Misiunas RB, Gonzalez-Quintero VH, Nugent C, van de Ven C, Witter FR, Newman R, D’Alton M, **Hankins GD**, et al. The Hispanic paradox in twin pregnancies. *Twin Res Hum Genet* 2005;8(5):532–537.
159. Hediger ML, Luke B, Gonzalez-Quintero V, Martin D, Nugent C, Witter F, Mauldin J, Newman R, **Hankins GD**, et al. Fetal growth rates and very preterm delivery of twins. *Am J Obstet Gynecol* 2005;193(4):1498–507.
160. MacLennan A, Nelson KB, **Hankins G**, Speer M. Who will deliver our grandchildren? Implications of cerebral palsy litigation. *JAMA* 2005;294(13):1688–90.
161. Shevell T, Malone FD, Vidaver J, Porter TF, Luthy DA, Comstock CH, **Hankins GD**, Eddleman K, Dolan S, Dugoff L, Craigo S, Timor IE, Carr SR, Wolfe HM, Bianchi DW, D’Alton ME. Assisted reproductive technology and pregnancy outcome. *Obstet Gynecol* 2005;106(5 Pt 1):1039–45.
162. Nekhayeva IA, Nanovskaya TN, Pentel PR, Keyler DE, **Hankins GD**, Ahmed MS. Effects of nicotine-specific antibodies, Nic311 and Nic-IgG, on the transfer of nicotine across the human placenta. *Biochem Pharmacol* 2005;70(11):1664–72.
163. Pacheco LD, Gei AF, VanHook JW, Saade GR, Hankins GD. Burns in pregnancy. *Obstet Gynecol* 2005;106(5 Pt 2):1210-2.
164. **Hankins GD**, Longo M. The role of stillbirth prevention and late preterm (near-term) births. *Semin Perinatol*. 2006;30:20–23.
165. Zharikova OL, Deshmukh SV, Nanovskaya TN, **Hankins GD**, Ahmed MS. The effect of methadone and buprenorphine on human placental aromatase. *Biochem Pharmacol* 2006;71(8):1255–64.
166. **Hankins GD**, MacLennan AH, Speer ME, Strunk A, Nelson K. Obstetric litigation is asphyxiating our maternity services. *Obstet Gynecol* 2006;107(6):1382–5.
167. Barth WH Jr., McCurnin DC, Carey KD, **Hankins GD**. Contrast sonography, video densitometry and intervillous blood flow; a pilot project. *Placenta* 2006;27(6-7):719–26.
168. Bukowski R, **Hankins GD**, Saade GR, Anderson GD, Thornton S. Labor-associated gene expression in the human uterine fundus, lower segment, and cervix. *PLoS Med* 2006;3(6):e169.
169. Hieronymus TL, Nanovskaya TN, Deshmukh SV, Vargas R, **Hankins GD**, Ahmed MS. Methadone metabolism by early gestational age placentas. *Am J Perinatol* 2006;23(5):287–94.
170. Green KE, Thota C, **Hankins GD**, Yallampalli C, Dong YL. Calcitonin gene-related peptide stimulates human villous trophoblast cell differentiation in vitro. *Mol Hum Reprod* 2006;12(7):443–50.
171. Nanovskaya TN, Nekhayeva IA, **Hankins GD**, Ahmed MS. Effect of human serum albumin on transplacental transfer of Glyburide. *Biochem Pharmacol* 2006;72(5):632–9.
172. Pacheco LD, Rosen MP, Gei AF, Saade GR, **Hankins GD**. Management of hyperstimulation with concomitant use of oxytocin and terbutaline. *Am J Perinatol* 2006;23(6):377–80.
173. **Hankins GD**, Clark SM, Munn MB. Cesarean section on request at 39 weeks: impact on shoulder dystocia, fetal trauma, neonatal encephalopathy, and intrauterine fetal demise. *Semin Perinatol* 2006;30(5):276–87.

174. Clark SM, Saade GR, Snodgrass WR, **Hankins GD**. Pharmacokinetics and pharmacotherapy of thionamides in pregnancy. *Ther Drug Monit* 2006;28(4):477–83.
175. Nanovskaya TN, Nekhayeva IA, Patrikeeva SL, **Hankins GD**, Ahmed MS. Transfer of metformin across the dually perfused human placental lobule. *Am J Obstet Gynecol* 2006;195(4):1081–5.
176. Nekhayeva IA, Nanovskaya TN, **Hankins GD**, Ahmed MS. Role of human placental efflux transporter P-glycoprotein in the transfer of buprenorphine, L-acetylmethadol and Paclitaxel. *Am J Perinatol* 2006;23(7):423–30.
177. Dong YL, Chauhan M, Green KE, Vegiraju S, Wang HQ, **Hankins GD**, Yallampalli C. Circulating calcitonin gene-related peptide and its placental origins in normotensive and preeclamptic pregnancies. *Am J Obstet Gynecol* 2006;195(6):1657–67.
178. Bukowski R, **Hankins GD**, Saade GR, Thornton S. Discussion required for correct interpretation. *PLoS Med* 2006;3(8):e369.
179. Ravindran S, Zharikova OL, Hill RA, Nanovskaya TN, **Hankins GD**, Ahmed MS. Identification of glyburide metabolites formed by hepatic and placental microsomes of humans and baboons. *Biochem Pharmacol* 2006;72(12):1730–7.
180. Zharikova OL, Deshmukh SV, Kumar M, Vargas R, Nanovskaya TN, **Hankins GD**, Ahmed MS. The effect of opiates on the activity of human placental aromatase/CYP19. *Biochem Pharmacol*. 2007;73(2):279–86.
181. Clark SM, Makhoul M, **Hankins GD**, Anderson GD, Saade GR, Longo M. The effect of the postnatal environment on altered fetal programming of adult vascular function. *Am J Obstet Gynecol* 2007;196(4):354.e1–7.
182. Lu F, Longo M, Tamayo E, Maner W, Al-Hendy A, Anderson GD, **Hankins GD**, Saade GR. The effect of over-expression of sFlt-1 on blood pressure and the occurrence of other manifestations of preeclampsia in unrestrained conscious pregnant mice. *Am J Obstet Gynecol* 2007;196(4):396.e1–396.e1–7; discussion 396.e7.
183. Bukowski R, Smith GC, Malone FD, Ball RH, Nyberg DA, Comstock CH, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, Craigo SD, Timor-Tritsch IE, Carr SR, Wolfe HM, D’Alton ME. FASTER Research Consortium. Fetal growth in early pregnancy and risk of delivering low birth weight infant: prospective cohort study. *BMJ* 2007;334(7598):836–40.
184. Dong YL, Reddy DM, Green KE, Chauhan MS, Wang HQ, Nagamani M, **Hankins GD**, Yallampalli C. Calcitonin gene-related peptide (CALCA) is a pro-angiogenic growth factor in the human placental development. *Biol Reprod* 2007;76:892–9.
185. Jain S, Goharkhay N, Saade GR, **Hankins GD**, Anderson GD. Hepatitis C in pregnancy. *Am J Perinatol* 2007;24(4):251–6.
186. Jain S, Earhart A, Ruddock N, Wen T, **Hankins GD**, Saade GR. The validity of cervical dilation as an indication of true labor between 32 and 36 weeks 6 days of gestation. *Am J Obstet Gynecol* 2007;197(4):431.e1–3.
187. Ghulmiyyah LM, Tamayo E, Clark SM, **Hankins GD**, Anderson GD, Saade GR, Longo M. Effect of a previous pregnancy on vascular function in endothelial nitric oxide synthase 3 knockout mice. *Am J Obstet Gynecol* 2007;197(3):279.e1–5.
188. Dolan SM, Gross SJ, Merkatz IR, Faber V, Sullivan LM, Malone FD, Porter TF, Nyberg DA, Comstock CH, **Hankins GD**, et al. The contribution of birth defects to preterm birth and low birth weight. *Obstet Gynecol* 2007;110(2 Pt 1):318–24.
189. Bukowski R, Smith GC, Malone FD, Ball RH, Nyberg DA, Comstock CH, **Hankins GD**, D’Alton et al. FASTER Research Consortium. Human sexual size dimorphism in early pregnancy. *Am J Epidemiol* 2007;165(10):1216–8.
190. Pacheco LD, Ghulmiyyah LM, Snodgrass WR, **Hankins GD**. Pharmacokinetics of corticosteroids during pregnancy. *Am J Perinatol* 2007;24(2):79–82.

191. Zharikova OL, Ravindran S, Nanovskaya TN, Hill RA, **Hankins GD**, Ahmed MS. Kinetics of glyburide metabolism by hepatic and placental microsomes of human and baboon. *Biochem Pharmacol* 2007;73(12):2012–9.
192. Lu F, Bytautiene E, Tamayo E, Gamble P, Anderson GD, **Hankins GD**, Longo M, Saade GR. Gender-specific effect of overexpression of sFlt-1 in pregnant mice on fetal programming of blood pressure in the offspring later in life. *Am J Obstet Gynecol* 2007;197(4):418.e1–5.
193. Goharkhay N, Sbrana E, Gamble PK, Tamayo EH, Betancourt A, Villarreal K, **Hankins GD**, Saade GR, Longo M. Characterization of a murine model of fetal programming of atherosclerosis. *Am J Obstet Gynecol* 2007;197(4):416.e1–5.
194. Belogolovkin V, Eddleman KA, Malone FD, Sullivan L, Ball RH, Nyberg DA, Comstock CH, **Hankins GD**, Carter S, Dugoff L, Timor-Tritsch IE, Carr SR, Wolfe HM, D’Alton ME. The effect of low body mass index on the development of gestational hypertension and preeclampsia. *J Mat Fetal Neonat Med* 2007;20(7):509–13.
195. Clark SL, Belfort MA, **Hankins GD**, Meyers JA, Houser FM. Variation in the rates of operative delivery in the United States. *Am J Obstet Gynecol* 2007; 196(6):526.e1–5.
196. Clark SL, Belfort MA, Saade GR, **Hankins GD**, Miller DK, Meyers J. Implementation of a conservative checklist-based protocol for oxytocin administration: maternal and newborn outcomes. *Am J Obstet Gynecol* 2007;197(5):480.e1–5.
197. Nanovskaya TN, Nekhayeva IA, Patrikeeva SL, **Hankins GD**, Ahmed MS. Transfer of metformin across the dually perfused human placental lobule. *Am J Obstet Gynecol* 2008;198(1):126.e1–4.
198. Yan R, Fokina V, **Hankins GD**, Ahmed MS, Nanovskaya TN. The effect of esterases on 17alpha-hydroxyprogesterone caproate. *Am J Obstet Gynecol* 2008;198(2):229.e1–5.
199. Yan R, Nanovskaya TN, Zharikova OL, Mattison DR, **Hankins GD**, Ahmed AS. Metabolism of 17alpha-hydroxyprogesterone caproate by hepatic and placental microsomes of human and baboons. *Biochem Pharmacol* 2008;75(9):1848–57.
200. Nanovskaya TN, Patrikeeva S, Hemauer S, Fokina V, Mattison D, **Hankins GD**, Ahmed MS; OPRU Network. Effect of albumin on transplacental transfer and distribution of rosiglitazone and glyburide. *J Matern Fetal Neonatal Med* 2008;21(3):197–207.
201. Jain S, Zharikova OL, Ravindran S, Nanovskaya TN, Mattison DR, **Hankins GD**, Ahmed MS. Glyburide metabolism by placentas of healthy and gestational diabetics. *Am J Perinatol* 2008;25(3):169–74.
202. Clark SL, Belfort MA, Dildy GA, Herbst MA, Meyers JA, **Hankins GD**. Maternal death in the 21st century: causes, prevention, and relationship to cesarean delivery. *Am J Obstet Gynecol* 2008;199(1):36.e1–5;discussion 91–2.e7–11.
203. Hemauer SJ, Yan R, Patrikeeva SL, Mattison DR, **Hankins GD**, Ahmed MS, Nanovskaya TN. Transplacental transfer and metabolism of 17-alpha-hydroxyprogesterone caproate. *Am J Obstet Gynecol* 2008;199(2):169.e1–5.
204. Rouse DJ, Hirtz DG, Thom E, Varner MW, Spong CY, Mercer BM, Iams JD, Wapner RJ, Sorokin Y, Alexander JM, Harper M, Thorp JM Jr, Ramin SM, Malone FD, Carpenter M, Miodovnik M, Moawad A, O’Sullivan MJ, Peaceman AM, **Hankins GD**, Langer O, Caritis SN, Roberts JM; Eunice Kennedy Shriver NICHD Maternal-Fetal Medicine Units Network. A randomized, controlled trial of magnesium sulfate for the prevention of cerebral palsy. *N Engl J Med* 2008;359(9):895–905.
205. Macones GA, **Hankins GD**, Spong CY, Hauth J, Moore T. The 2008 National Institute of Child Health and Human Development Workshop Report on Electronic Fetal Monitoring. Update on Definitions, Interpretation, and Research Guidelines. *Obstet Gynecol* 2008;112(3):661–6.
206. Macones GA, **Hankins GD**, Spong CY, Hauth J, Moore T. The 2008 National Institute of Child Health and Human Development Workshop Report on Electronic Fetal Monitoring.

- Update on Definitions, Interpretation, and Research Guidelines. *JOGNN* 2008;37(5):510–515.
207. Constantine MM, Ghulmiyah LM, Tamayo E, **Hankins GD**, Saade GR, Longo M. Transgenerational effect of fetal programming on vascular phenotype and reactivity in endothelial nitric oxide synthase knockout mouse model. *Am J Obstet Gynecol* 2008;199(3):250.e1–7.
 208. Goharkhay N, Tamayo EH, Yin H, **Hankins GD**, Saade GR, Longo M. Maternal hypercholesterolemia leads to activation of endogenous cholesterol synthesis in the offspring. *Am J Obstet Gynecol* 2008;199(3):273.e1–6.
 209. Constantine MM, Rahman M, Ghulmiyah L, Byers BD, Longo M, Wen T, **Hankins GD**, Saade GR. Timing of perioperative antibiotics for cesarean delivery: a metaanalysis. *Am J Obstet Gynecol* 2008;199(3):301.e1–6.
 210. Ruddock N, Shi SQ, Jain S, Moore G, **Hankins GD**, Romero R, Garfield R. Progesterone, but not 17-alpha-hydroxyprogesterone caproate, inhibits human myometrial contractions. *Am J Obstet Gynecol* 2008;199(4):391.e1–7.
 211. Stark AR, Adamkin DH, Bell EF, Bhutani VK, Denson SE, Martin GI, Watterberg KL, Barrington KJ, **Hankins GD**, Raju TNK, Tomashek KM, Wallman C, Couto J; American Academy of Pediatrics Committee on Fetus and Newborn. Hospital discharge of the high-risk neonate. *Pediatrics* 2008;122(5):1119–26.
 212. Bukowski R, Uchida T, Smith GC, Malone FD, Ball RH, Nyberg DA, Comstock CH, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, Craigo SD, Timor IE, Carr SR, Wolfe HM, D'Alton ME; First and Second Trimester Evaluation of Risk (FASTER) Research Consortium. Individualized Norms of Optimal Fetal Growth; fetal growth potential. *Am J Obstet Gynecol* 2008;199(5):1065–76.
 213. Clark SM, Ghulmiyyah L, **Hankins GD**. Antenatal Antecedents and the Impact of Obstetric Care in the Etiology of Cerebral Palsy. *Clinical Obstetrics Gynecology* 2008; 51(4):775–86.
 214. Hebert M, Ma X, Naraharisetti SB, Krudys KM, Umans JG, **Hankins GD**, Caritis SN, Miodovnik M, Mattison DR, Unadkat JD, Kelly EJ, Blough D, Cobelli C, Ahmed MS, Snodgrass WR, Carr DB, Easterling TR, Vicini P. Are we optimizing gestational diabetes treatment with glyburide? The pharmacologic basis for better clinical practice. *Clin Pharmacol Ther* 2009;85(6):607–14.
 215. Berkowitz RL, **Hankins GD**, Waldman R, Montalto D, Moore K. A proposed model for managing cases of neurologically impaired infants. *Obstet Gynecol* 2009;113(3):683–6.
 216. Byers BD, Betancourt A, Lu F, **Hankins GD**, Longo M, Saade GR, Bytautiene E. The effect of prepregnancy obesity and sFlt-1-induced Preeclampsia-like syndrome on fetal programming of adult vascular function in a mouse model. *Am J Obstet Gynecol* 2009;200:432.e1–7.
 217. Vadhera RB, Pacheco LD, **Hankins GD**. Acute antihypertensive therapy in pregnancy-induced hypertension: is nicardipine the answer? *Am J Perinatol*. 2009;26(7):495–9.
 218. Bull MJ, Engle WA; Committee on Injury, Violence, and Poison Prevention and Committee on Fetus and Newborn; American Academy of Pediatrics. Safe transportation of preterm and low birth weight infants at hospital discharge. *Pediatrics*. 2009;123(5):1424–9.
 219. Bukowski R, Malone FD, Porter FT, Nyberg DA, Comstock CH, **Hankins GD**, Eddleman K, Gross SJ, Dugoff L, Craigo SD, Timor-Tritsch IE, Carr SR, Wolfe HM, D'Alton ME. Preconceptional folate supplementation and the risk of spontaneous preterm birth: a cohort study. *PLoS Med* 2009;6(5):e1000061.
 220. Committee on Fetus and Newborn, Wallman C. Advanced practice in neonatal nursing. *Pediatrics* 2009;123(6):1606–7.

221. Chauhan M, Yallampalli U, Dong YL, **Hankins GD**, Yallampalli C. Expression of adrenomedullin 2 (ADM2)/intermedin (IMD) in human placenta: role in trophoblast invasion and migration. *Biol Reprod* 2009;81(4):777–83.
222. Batton DG; Committee on Fetus and Newborn (**Hankins, GD** committee member). Clinical report—Antenatal counseling regarding resuscitation at an extremely low gestational age. *Pediatrics* 2009;124(1):422–7.
223. Hemauer SJ, Patrikeeva SL, Nanovskaya TN, **Hankins GD**, Ahmed MS. Opiates inhibit paclitaxel uptake by P-glycoprotein in preparations of human placental inside-out vesicles. *Biochem Pharmacol* 2009;78(9):1272–8.
224. Costantine MM, Ferrari F, Chiossi G, Tamayo E, **Hankins GD**, Saade GR, Longo M. Effect of intrauterine fetal programming on response to postnatal shaker stress in endothelial nitric oxide knockout mouse model. *Am J Obstet Gynecol* 2009;201(3):301.e1–6.
225. Zharikova OL, Fokina VM, Nanovskaya TN, Hill RA, Mattison DR, **Hankins GD**, Ahmed MS. Identification of the major human hepatic and placental enzymes responsible for the biotransformation of glyburide. *Biochem Pharmacol* 2009;78(12):1483–90.
226. Owen J, **Hankins GD**, Iams JD, Berghella V, Sheffield JS, Perez-Delboy A, Eggerman RS, Wing DA, Tomlinson M, Silver R, Ramin SM, Guzman ER, Gordon M, How HY, Knudtson EJ, Szychowski JM, Cliver S, Hauth JC. Multicenter randomized trial of cerclage for preterm birth prevention in high-risk women with shortened midtrimester cervical length. *Am J Obstet Gynecol* 2009;201(4):375.e1–8.
227. Nanovskaya TN, Bowen RS, Patrikeeva SL, **Hankins GD**, Ahmed MS. Effect of plasma proteins on Buprenorphine transfer across dually perfused placental lobule. *J Maternal-Fetal and Neonatal Medicine* 2009; 22(8):646-53.
228. Szychowski JM, Owen J, **Hankins GD**, Iams J, Sheffield J, Perez-DelBoy A, Berghella V, Wing DA, Guzman ER. Vaginal ultrasound cerclage trial consortium. Timing of mid-trimester cervical length shortening in high-risk women. *Ultrasound in Obstet Gynecol* 2009; 33(1):70-5.
229. Haas DM, Hebert MF, Soldin OP, Flockhart DA, Madadi P, Nocon JJ, Chambers CD, **Hankins GD**, Clark S, Wisner KL, Li L, Renbarger JL, Learman LA. Pharmacotherapy and pregnancy: highlights from the second international conference for individualized pharmacotherapy in pregnancy. *CTS Journal* 2009; 2(6):439-43.
230. Costantine MM, Fox K, Byers BD, Mateus J, Ghulmiyyah LM, Blackwell S, **Hankins GD**, Grobman WA, Saade G. Validation of the prediction model for success of vaginal birth after cesarean delivery. *Obstet Gynecol* 2009;114(5):1029–33.
231. Longo M, **Hankins GD**. Defining cerebral palsy: pathogenesis, pathophysiology and new intervention. *Minerva Ginecol* 2009;61(5):421–9.
232. Bytautiene E, Lu F, Tamayo EH, **Hankins GD**, Longo M, Kublickiene K, Saade GR. Long-term maternal cardiovascular function in a mouse model of sFlt-1-induced preeclampsia. *Am J Physiol Heart Circ Physiol* 2010;298(1):H189–193.
233. Hemauer SJ, Nanovskaya TN, Abdel-Rahman SZ, Patrikeeva SL, **Hankins GD**, Ahmed MS. Modulation of human placental P-glycoprotein expression and activity by MDR1 gene polymorphisms. *Biochem Pharmacol*. 79(6):921-5, 2010 Mar 15.
234. Berghella V, Figueroa D, Szychowski JM, Owen J, **Hankins GD**, Iams JD, Perez-Delboy A, Wing DA, Guzman ER. Vaginal ultrasound trial consortium. 17-alpha-hydroxyprogesterone caproate for the prevention of preterm birth in women with prior preterm birth and a short cervical length. *Am J Obstet Gynecol* 2010;202(4):351.e1-6.
235. Hemauer SJ, Patrikeeva SL, Nanovskaya TN, **Hankins GD**, Ahmed MS. Role of human placental apical membrane transporters in the efflux of glyburide, rosiglitazone, and metformin. *Am J Obstet Gynecol* 2010;202(4):383.e1-7.

236. Wang X, Abdelrahman DR, Zharikova OL, Patrikeeva SL, **Hankins GD**, Ahmed MS, Nanovskaya TN. Bupropion metabolism by human placenta. *Biochem Pharmacol* 2010;79(11):1684-90.
237. Eyal S, Easterling TR, Carr D, Umans JG, Miodovnik M, **Hankins GD**, Clark SM, Risler L, Wang J, Kelly EJ, Shen DD, Hebert MF. Pharmacokinetics of metformin during pregnancy. *Drug Metabolism and Disposition* 2010;38(5):833-40.
238. Earhart AD, Patrikeeva S, Wang X, Abdelrahman DR, **Hankins GD**, Ahmed MS, Nanovskaya T. Transplacental transfer and metabolism of bupropion. *J Maternal-Fetal and Neonatal Medicine* 2010;23(5):409-16.
239. Koren G, Clark S, **Hankins GD**, Caritis SN, Miodovnik M, Mattison D. Effectiveness of delayed-release doxylamine and pyridoxine for nausea and vomiting of pregnancy: a randomized placebo controlled trial. *Am J Obstet Gynecol* 2010;203(6):1.e1-7.
240. Aagaard-Tillery KM, Flint PT, Malone FD, Nyberg DA, Collins J, Comstock CH, **Hankins GD**, Eddleman K, Dugoff L, Wolfe HM, D'Alton ME. Influence of maternal BMI on genetic sonography in the FaSTER trial. *Prenatal Diagnosis* 2010;30(1):14-22.
241. Costantine MM, Tamayo E, Lu F, Bytautiene E, Longo M, **Hankins GD**, Saade GR. Using pravastatin to improve the vascular reactivity in a mouse model of soluble fms-like tyrosine kinases-1-induced preeclampsia. *Obstet Gynecol* 2010;116(1):114-20.
242. Pacheco LD, Costantine MM, Saade GR, Mucowski S, **Hankins GD**, Sciscione AC. von Willebrand disease and pregnancy: a practical approach for the diagnosis and treatment. *Am J Obstet Gynecol* 2010; 203(3):194-200.
243. Chiossi G, Costantine MM, Betancourt A, **Hankins GD**, Longo M, Saade GR, Bytautiene E. Does sildenafil citrate affect myometrial contractile response to nifedipine in vitro? *Am J Obstet Gynecol* 2010; 203(3):252.e1-5.
244. Mancuso MS, Szychowski JM, Owen J, **Hankins GD**, Iams JD, Sheffield JS, Perez-Delboy A, Berghella V, Wing DA, Guzman ER. Vaginal Ultrasound Trial Consortium. Cervical funneling: effect on gestational length and ultrasound-indicated cerclage in high-risk women. *Am J Obstet Gynecol* 2010; 203(3):259.e1-5.
245. Chiossi G, Costantine MM, Betancourt A, **Hankins GD**, Longo M, Saade GR, Bytautiene E. Effect of maternal body mass index on in vitro response to tocolytics in term myometrium. *Am J Obstet Gynecol* 2010; 203(3):261.e1-5.
246. Wing DA, Szychowski J, Owen J, **Hankins GD**, Iams JD, Sheffield JS, Perez-Delboy A, Berghella V, Guzman ER. Vaginal Ultrasound Trial Consortium. Gestational age at previous preterm birth does not affect cerclage efficacy. *Am J Obstet Gynecol* 2010; 203(4):377.e1-4.
247. Owen J, Szychowski JM, **Hankins GD**, Iams JD, Sheffield JS, Perez-Delboy A, Berghella V, Wing DA, Guzman ER. Vaginal Ultrasound Trial Consortium. Does midtrimester cervical length ≥ 25 mm predict preterm birth in high-risk women? *Am J Obstet Gynecol* 2010; 203(4):393.e1-5.
248. Hemauer SJ, Patrikeeva SL, Wang X, Abdelrahman DR, **Hankins GD**, Ahmed MS, Nanovskaya TN. Role of transporter-mediated efflux in the placental biodisposition of bupropion and its metabolite, PH-bupropion. *Biochem Pharmacol* 2010;80(7):1080-6.
249. Durnwald CP, Mele L, Spong CY, Ramin SM, Varner MW, Rouse DJ, Sciscione A, Catalano P, Saade G, Sorokin Y, Tolosa JE, Casey B, Anderson GD for the Eunice Kennedy Shriver National Institute of Child Health and Human Development (NICHD) **Maternal-Fetal Medicine Units Network (MFMU)**. Glycemic characteristics and neonatal outcomes of women treated for mild gestational diabetes. *Am J Obstet Gynecol* 2011; 117(4):819-827.
250. Costantine MM, Fox KA, Pacheco LD, Mateus J, **Hankins GD**, Grobman WA, Saade GR. Does information available at delivery improve the accuracy of predicting vaginal birth after cesarean? Validation of the published models in an independent patient cohort. *Am J*

- Perinatol. 2011 Apr;28(4):293-8. Epub 2011 Jan 11. PMID: 21225561 [PubMed - indexed for MEDLINE]
251. Wang X, Nanovskaya TN, Zhan Y, Abdel-Rahman SM, Jasek M, **Hankins GD**, Ahmed MS. Pharmacokinetics of metronidazole in pregnant patients with bacterial vaginosis. *J Maternal-Fetal and Neonatal Medicine* 2011; 24(3):444-8.
 252. **Hankins GD**, Miller DA. A review of the 2008 NICHD research planning workshop: recommendations for fetal heart rate terminology and interpretation. *Clinical Obstetrics Gynecology* 2011; 54(1):3-7.
 253. Chiossi G, Costantine MM, Pfannstiel JM, **Hankins GD**, Saade GR, Wu ZH. Intervention for fetal distress among obstetricians, registered nurses, and residents – similarities, differences, and determining factors. *Am J Obstet Gynecol* 2011; 118(4):809-817.
 254. Fox KA, Longo M, Tamayo E, Kechichian T, Bytautiene E, **Hankins GD**, Saade, GR Costantine MM. Effects of pravastatin on mediators of vascular function in a mouse model of soluble Fms-like tyrosine kinase-1-induced preeclampsia. *Am J Obstet Gynecol* 2011; 205(4):366.e1-5.
 255. Mateus J, Bytautiene E. Lu F, Tamayo EH, Betancourt A, **Hankins GD**, Longo M, Saade GR. Endothelial growth factor therapy improves preeclampsia-like manifestations in a murine model induced by overexpression of sVEGFR-1. *American Journal of Physiology - Heart & Circulatory Physiology*. 301(5):H1781-7, 2011 Nov.
 256. Sathishkumar K, Elkins R, Chinnathambi V, Gao H, **Hankins GD**, Yallampalli C. Prenatal testosterone-induced fetal growth restriction is associated with down-regulation of rat placental amino acid transport. *Reproductive Biology & Endocrinology*. 9:110, 2011.
 257. Pacheco LD. **Hankins GD**. Costantine MM. Anderson GD. Pawelczyk E. Nowicki S. Nowicki BJ. The role of human decay-accelerating factor in the pathogenesis of preterm labor. *American Journal of Perinatology*. 28(7):565-70, 2011 Aug.
 258. Chiossi G. Costantine MM. Tamayo E. Orise P. **Hankins GD**. Saade GR. Longo M. Effect of age and gender on the progression of adult vascular dysfunction in a mouse model of fetal programming lacking endothelial nitric oxide synthase. *American Journal of Physiology - Heart & Circulatory Physiology*. 301(2):H297-305, 2011 Aug.
 259. Bytautiene E. Tamayo E. Kechichian T. Drever N. Gamble P. **Hankins GD**. Saade GR. Prepregnancy obesity and sFlt1-induced preeclampsia in mice: developmental programming model of metabolic syndrome. *Am J Obstet Gynecol*. 204(5):398.e1-8, 2011 May.
 260. Wang X. Abdelrahman DR. Fokina VM. **Hankins GD**. Ahmed MS. Nanovskaya TN. Metabolism of bupropion by baboon hepatic and placental microsomes. *Biochem Pharmacol*. 82(3):295-303, 2011 Aug 1.
 261. Ghulmiyyah LM. Costantine MM, Yin H, Tamayo E, Clark SM, **Hankins GD**, Saade GR, Longo M. The role of oxidative stress in the developmental origin of adult hypertension. *Am J Obstet Gynecol*. 205(2):155.e7-11, 2011 Aug.
 262. Chauhan M, Balakrishnan M, Yallampalli U, Endsley J, **Hankins GD**, Theiler R, Yallampalli C. Adrenomedullin 2/intermedin regulates HLA-G in human trophoblasts. *Biology of Reproduction*. 85(6):1232-9, 2011 Dec.
 263. Pacheco LD, Saade GR, Gei AF, **Hankins GD**. Cutting-edge advances in the medical management of obstetrical hemorrhage. *American Journal of Obstetrics & Gynecology*. 205(6):526-32, 2011.
 264. Beigi RH, Han K, Venkataramanan R, **Hankins GD**. Clark S. Hebert MF. Easterling T, Zajicek A. Ren Z, Mattison DR, Caritis SN. Pharmacokinetics of oseltamivir among pregnant and nonpregnant women. *Obstetric-Fetal Pharmacology Research Units Network*. *American Journal of Obstetrics & Gynecology*. 204(6 Suppl 1):S84-8, 2011.

265. Fokina VM, Patrikeeva SL, Zharikova OL, Nanovskaya TN, **Hankins GV**, Ahmed MS. Transplacental transfer and metabolism of buprenorphine in preterm human placenta. *American Journal of Perinatology*. 28(1):25-32, 2011.
266. Clark SM, Costantine MM, **Hankins GD**. "Review of NVP and HG and Early Pharmacotherapeutic Intervention," *Obstetrics and Gynecology International*, vol. 2012, Article ID 252676, 8 pages, 2012. doi:10.1155/2012/252676
267. Harirah HM, Borahay MA, Zaman W, Ahmed MS, Hager IG, **Hankins GD**, "Increased Apoptosis in Chorionic Trophoblasts of Human Fetal Membranes with Labor at Term," *International Journal of Clinical Medicine*. Volume 3:136-142, 2012.
268. Basraon SK, Menon R, Makhoul M, Longo M, **Hankins GD**, Saade GR, Costantine MM. Can statins reduce the inflammatory response associated with preterm birth in an animal model? *American Journal of Obstetrics & Gynecology*. 207(3):224.e1-7, 2012.
269. Clark SM, Carver AR, **Hankins GD**. Vaginal birth after cesarean and trial of labor after cesarean: what should we be recommending relative to maternal risk: benefit?. *Women's Health*. 8(4):371-83, 2012.
270. Clark SL, **Hankins GD**. Preventing maternal death: 10 clinical diamonds. *Obstetrics & Gynecology*. 119(2 Pt 1):360-364, 2012.
271. Chiossi G, Costantine MM, Bytautiene E, Kechichian T, **Hankins GD**, Sbrana E, Saade GR, Longo M. The Effects of Prostaglandin E1 and Prostaglandin E2 on in vitro Myometrial Contractility and Uterine Structure. *American Journal of Perinatology*. 29(8):615-22, 2012.
272. Bukowski R, Chlebowski RT, Thune I, Furberg AS, **Hankins GD**, Malone FD, D'Alton ME. Birth weight, breast cancer and the potential mediating hormonal environment. *PLoS ONE [Electronic Resource]*. 7(7):e40199, 2012.
273. Sathishkumar K, Balakrishnan M, Chinnathambi V, Chauhan M, **Hankins GD**, Yallampalli C. Fetal sex-related dysregulation in testosterone production and their receptor expression in the human placenta with preeclampsia. *Journal of Perinatology*. 32(5):328-35, 2012.
274. Cochran MB, Snyder RR, Thomas E, Freeman DH, **Hankins GD**. Implementation of health information technology to maximize efficiency of resource utilization in a geographically dispersed prenatal care delivery system. *American Journal of Perinatology*. 29(4):251-8, 2012.
275. Temple JR, **Hankins GD**. Promotion of comprehensive and prevention-driven approaches to drug use and unintended pregnancy. *Addiction*. 107(6):1046-7, 2012.
276. Fokina VM, Zharikova OL, **Hankins GD**, Ahmed MS, Nanovskaya TN. Metabolism of 17-alpha-hydroxyprogesterone caproate by human placental mitochondria. *Reproductive Sciences*. 19(3):290-7, 2012.
277. Szychowski JM, Berghella V, Owen J, **Hankins GD**, Iams JD, Sheffield JS, Perez-Delboy A, Wing DA, Guzman ER, for the Vaginal Ultrasound Trial Consortium. Cerclage for the prevention of preterm birth in high risk women receiving intramuscular 17-alpha-hydroxyprogesterone caproate. *J Matern Fetal Neonatal Med*. 25(12):2686-9, 2012.
278. **Hankins GD**, Clark SL, Pacheco LD, O'Keeffe D., D'Alton M, Saade GR. Maternal mortality, near misses, and severe morbidity – lowering rates through designated levels of maternity care. *Obstetrics & Gynecology*. 120(4):929-934, 2012.
279. Nanovskaya T, Patrikeeva S, Zhan Y, **Hankins GD**, Ahmed MS. Transplacental transfer of oseltamivir carboxylate. *Journal of Maternal-Fetal & Neonatal Medicine*. 25(11):2312-5, 2012.
280. Wang X, Vernikovskaya DI, Abdelrahman DR, **Hankins GD**, Ahmed MS, Nanovskaya TN. Simultaneous quantitative determination of bupropion and its three major metabolites in human umbilical cord plasma and placental tissue using high-performance liquid

- chromatography-tandem mass spectrometry. *Journal of Pharmaceutical & Biomedical Analysis*. 70:320-9, 2012.
281. Costantine MM, Matok I, Chiossi G, Clark S, Miodovnik M, Umans JG, Caritis S, **Hankins GD**, Koren G. Determinants of adherence to delayed-release doxylamine and pyridoxine in patients with nausea and vomiting of pregnancy. *Therapeutic Drug Monitoring*. 34(5):569-73, 2012.
 282. Caritis SN, Sharma S, Venkataramanan R, **Hankins GD**, Miodovnik M, Hebert MF, Umans JG, Benedetti T, Mattison D, Zajicek A, Fischer D, Jackson A. Eunice Kennedy Shriver National Institute of Child Health and Human Development Obstetrical-Fetal Pharmacology Research Units Network. Pharmacology and placental transport of 17-hydroxyprogesterone caproate in singleton gestation. *Am J Obstet Gynecol*. 207(5):398.e1-8, 2012.
 283. Chioss G, Costantine MM, Bytautiene E, Betancourt A, **Hankins GD**, Saade GR, Longo M. In vitro myometrial contractility profiles of different pharmacological agents used for induction of labor. *American Journal of Perinatology*. 29(9):699-704, 2012.
 284. Nanovskaya T, Patrikeeva S, Zhan Y, Fokina V, **Hankins GD**, Ahmed MS. Transplacental transfer of vancomycin and telavancin. *Am J Obstet Gynecol*. 207(4):331.e1-6, 2012.
 285. Berghella V, Szychowski JM, Owen J, **Hankins GD**, Iams JD, Sheffield JS, Perez-Delboy A, Wing DA, Guzman ER. Suture type and ultrasound-indicated cerclage efficacy. *Journal of Maternal-Fetal and Neonatal Medicine*. 2012;25(11):2287-90.
 286. Farinelli CK, Wing DA, Szychowski JM, Owen J, **Hankins GD**, Iams JD, Sheffield JS, Perez-Delboy A, Berghella V, Guzman ER. Association between body mass index and pregnancy outcome in a randomized trial of cerclage for short cervix. Association between body mass index and pregnancy outcome in a randomized trial of cerclage for short cervix. *Ultrasound in Obstetrics and Gynecology*. 2012;40(6):669-673.
 287. Szychowski JM, Berghella V, Owen J, **Hankins GD**, Iams JD, Sheffield JS, Perez-Delboy A, Wing DA, Guzman ER. Cerclage for the prevention of preterm birth in high risk women receiving intramuscular 17- α -hydroxyprogesterone caproate. *Journal of Maternal Fetal-Medicine and Neonatal Medicine*. 2012;25(12): 2686-89.
 288. Havemann, D, Balakrishnan, M, Borahay, M, Theiler, R, Jennings, K, Endsley, J, Phelps, J, **Hankins, GD**, Yallampalli, C, Chauhan, M. Intermedin/adrenomedullin 2 is associated with implantation and placentation via trophoblast invasion in human pregnancy. *Journal of Clinical Endocrinology & Metabolism*. 98(2):695-703, 2013 Feb.
 289. Pacheco LD, Saade GR, Costantine MM, Clark SL, **Hankins GD**. The role of massive transfusion protocols in obstetrics. *American Journal of Perinatology*. 30(1):1-4, 2013 Jan.
 290. Wang X, Vernikovskaya DI, Nanovskaya TN, Rytting E, **Hankins GD**, Ahmed MS. A liquid chromatography method with single quadrupole mass spectrometry for quantitative determination of indomethacin in maternal plasma and urine of pregnant patients. *Journal of Pharmaceutical & Biomedical Analysis*. 2013;78-79:123-8.
 291. Wang X, Rytting E, Abdelrahman DR, Nanovskaya TN, **Hankins GD**, Ahmed MS. Quantitative determination of famotidine in human maternal plasma, umbilical cord plasma and urine using high-performance liquid chromatography-mass spectrometry. *Biomedical Chromatography*. 27(7):866-73, 2013.
 292. D'Alton ME, Bonanno CA, Berkowitz RL, Brown HL, Copel JA, Cunningham FG, Garite TJ, Gilstrap LG, Grobman WA, **Hankins GD**, Hauth JC, Iriye BK, Macones GA, Martin JN Jr, Martin SR, Menard MK, O'Keefe DF, Pacheco LD, Riley LF, Saade GR., Spong CY. Putting the "M" back into maternal-fetal medicine. *Am J Obstet Gynecol*. 208(6):442-8, 2013.
 293. Clark SL, Nageotte MP, Garite TH, Freeman RK, Miller DA, RiceSimpson K, Belfort MA, Dildy GA, Parer JT, Berkowitz RL, D'Alton M, Rouse DJ, Gilstrap LC, Vintzileos AM, van Dorsten JP, Boehm FH, Miller LA, **Hankins GD**. Intrapartum Management of

- Category II Fetal Heart Rate Tracings- Towards Standardization of Care. American Journal Obstetrics & Gynecology. Am J Obstet Gynecol. 209(2):89-97, 2013.
294. Chiossi G, Reed LC, Costantine MM, **Hankins GD**, Saade GR, Longo M. Does preincubation with prostaglandin e1 or prostaglandin e2 enhance oxytocin-induced myometrial contractility in vitro? American Journal of Perinatology. 30(8):649-54, 2013.
 295. Nanovskaya TN, Patrikeeva SL, Paul J. Costantine MM, **Hankins GD**, Ahmed MS. Transplacental transfer and distribution of pravastatin. American Journal of Obstetrics & Gynecology. 209(4):373.e1-5, 2013 Oct.
 296. Grobman WA, Lai Y, Rouse DJ, Spong CY, Varner MW, Mercer BM, Leveno KJ, Iams JD, Wapner RJ, Sorokin Y, Thorp JM Jr, Ramin SM, Malone FD, O'Sullivan MJ, **Hankins GD**, Caritis SN. Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network. The association of cerebral palsy and death with small-for-gestational-age birthweight in preterm neonates by individualized and population-based percentiles. American Journal of Obstetrics & Gynecology. 209(4):340.e1-5, 2013 Oct.
 297. Graves SW, Esplin MS, McGee P, Rouse DJ, Leveno KJ, Mercer BM, Iams JD, Wapner RJ, Sorokin Y, Thorp JM, Ramin SM, Malone FD, O'Sullivan MJ, Peaceman AM, **Hankins GD**, Dudley DJ, Caritis SN; for the Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network, Bethesda, MD. Association of cord blood digitalis-like factor and necrotizing enterocolitis. Am J Obstet Gynecol. 210(4):328.e1-5. 2013 Apr.
 298. Clark SM, Basraon SK, **Hankins GD**. Intrapartum asphyxia, neonatal encephalopathy, cerebral palsy, and obstetric interventions in the term and near-term infant. NeoReviews. 2013;14(1).
 299. Pacheco LD, Costantine MM, **Hankins GD**. Physiologic changes during pregnancy. Clinical Pharmacology During Pregnancy. 2013:5-16.
 300. Clark SM, **Hankins GD**. Antenatal Thyroid Disease and Pharmacotherapy in Pregnancy Pharmacology During Pregnancy. 2013:331-348.
 301. Matok I, Clark SM, Caritis S, Miodovnik M, Umans J, **Hankins GD**, Koren G. Comparing the pharmacokinetics of doxylamine/pyridoxine delayed-release combination in nonpregnant women of reproductive age and women in the first trimester of pregnancy. Journal of Clinical Pharmacology. 2013;53(3):334-338.
 302. Matok I, Umans J, Feghali MN, Clark S, Caritis S, Miodovnik M, **Hankins GD**, Mattison DR, Nordeng H, Koren G. Characteristics of women with nausea and vomiting of pregnancy who chose to continue compassionate use of placebo after a randomised trial. Journal of Obstetrics and Gynaecology. 2013;33(6):557-560.
 303. **Hankins GD**, Pacheco LD, Soo-Tung Wen, T. Fetal assessment near the limits of viability. Seminars in Perinatology. 37(6)401-3, 2013.
 304. Subramanian K, Naik, VD, Sathishkumar K, Sawant OB, Washburn SE, Wu G, Yallampalli, C, Saade GR, **Hankins, GD** Ramadoss J. Interactive effects of in vitro binge-like alcohol and ATP on umbilical endothelial nitric oxide synthase post-translational modifications and redox modulation. Reproductive Toxicology. 43:94-101, 2014 Jan.
 305. McDonnold M, Dunn H, Hester A, Pacheco LD, **Hankins GD**, Saade GR, Costantine MM. High risk human papillomavirus at entry to prenatal care and risk of preeclampsia. Am J Obstet Gynecol. 210(2):138.e1-5, 2014 Feb.
 306. Saad AF, Kechichian T, Yin H, Sbrana E, Longo M, Wen M, Tamayo E, **Hankins GD**, Saade GR, Costantine MM. Effects of pravastatin on angiogenic and placental hypoxic imbalance in a mouse model of preeclampsia. Reproductive Sciences. 21(1)138-45, 2014 Jan.
 307. Hill AJ, Pacheco LD, Saade G, **Hankins GD**. Familial hypertriglyceridemia in pregnancy. International Journal of Gynaecology & Obstetrics. 125(1):80-1, 2014 Apr.

308. Patel PR, Lee J, Rodriguez AM, Borahay MA, Snyder RR, **Hankins GD**, Kilic GS. Disparities in use of laparoscopic hysterectomies: a nationwide analysis. *Journal of Minimally Invasive Gynecology*. 21(2):223-7, 2014 Mar-Apr. UI: 24012920
309. Carver AR, Tamayo E, Perez-Polo JR., Saade GR., **Hankins GD**, Costantine MM. The effect of maternal pravastatin therapy on adverse sensorimotor outcomes of the offspring in a murine model of preeclampsia. *International Journal of Developmental Neuroscience*. 33:33-40, 2014 Apr.
310. Task Force on Neonatal Encephalopathy: D'Alton M, **Hankins GDV**, Berkowitz RL, Bienstock J, Ghidini A, Goldsmith J, Higgins R, Moore TR, Natale R, Nelson KB, Papile L, Peebles D, Romore J, Schendel D, Spong CY, Waldman RN, Wu Y and the American College of Obstetricians and Gynecologists' staff: Joseph GF, Hawks D, Politzer A, Emig C and Thomas K. Executive summary: Neonatal Encephalopathy and Neurologic Outcome, Second Edition. Report of the American College of Obstetricians and Gynecologists' Task Force on Neonatal Encephalopathy. *Journal of Obstetrics and Gynecology*. 2014;123(4):896-901.
311. Graves SW, Esplin MS, McGee P, Rouse DJ, Leveno KJ, Mercer BM, Iams JD, Wapner RJ, Sorokin Y, Thorp JM, Ramin SM, Malone FD, O'Sullivan MJ, Peaceman AM, **Hankins GD**, Dudley DJ, Caritis SN, Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network. Association of cord blood digitalis-like factor and necrotizing enterocolitis. *American Journal of Obstetrics & Gynecology*. 210(4):328.e1-5, 2014 Apr.
312. Hofmeyr F, Groenewald CA, Nel DG, Myers MM, Fifer WP, Signore C, **Hankins GD**, Odendaal HJ, PASS Network. Fetal heart rate patterns at 20 to 24 weeks gestation as recorded by fetal electrocardiography. *Journal of Maternal-Fetal & Neonatal Medicine*. 27(7):714-8, 2014 May.
313. McDonnold M, Tamayo E, Kechichian T, Gamble P, Longo M, **Hankins GD**, Saade GR, Costantine MM. The effect of prenatal pravastatin treatment on altered fetal programming of postnatal growth and metabolic function in a preeclampsia-like murine model. *American Journal of Obstetrics & Gynecology*. 210(6):542.e1-7, 2014 Jun.
314. Rytting E, Nanovskaya TN, Wang X, Vernikovskaya DI, Clark SM, Cochran M, Abdel-Rahman SM, Venkataramanan R, Caritis SN, **Hankins GD**, Ahmed MS. Pharmacokinetics of indomethacin in pregnancy. *Clinical Pharmacokinetics*. 53(6):545-51, 2014 Jun.
315. Subramanian K, Naik VD, Sathishkumar K, Yallampalli C, Saade GR, **Hankins GD**, Ramadoss J. Chronic binge alcohol exposure during pregnancy impairs rat maternal uterine vascular function. *Alcohol Clin Exp Res*. 2014;38(7):1832-8. Jul.
316. Chinnathambi V, More AS, **Hankins GD**, Yallampalli C, Sathishkumar K. Gestational exposure to elevated testosterone levels induces hypertension via heightened vascular angiotensin II type 1 receptor signaling in rats. *Biol Reprod*. 2014;91(1):6 Jul.
317. Sawant OB, Ramadoss J, **Hankins GD**, Wu G, Washburn SE. Effects of L-glutamine supplementation on maternal and fetal hemodynamics in gestating ewes exposed to alcohol. *Amino Acids*. 2014;46(8):1981-96. Aug.
318. Chinnathambi V, Blesson CS, Vincent KL, Saade GR, **Hankins GD**, Yallampalli C, Sathishkumar K. Elevated Testosterone Levels During Rat Pregnancy Cause Hypersensitivity to Angiotensin II and Attenuation of Endothelium-Dependent Vasodilation in Uterine Arteries. *Hypertension*. 2014;64(2):405-14. Aug.
319. Pacheco LD, Saade GR, Costantine MM, Vadhera R, **Hankins GD**. Reconsidering the switch from low-molecular-weight heparin to unfractionated heparin during pregnancy. *Am J Perinatol*. 2014;31(8):655-8. Sep.
320. Wang X, Paul JA, Nanovskaya TN, **Hankins GD**, Ahmed MS. Quantitative determination of telavancin in pregnant baboon plasma by solid-phase extraction and LC-ESI-MS. *J Pharm Biomed Anal*. 2014;98:107-12. Sep.

321. Dukes KA; Burd L, Elliott AJ, Fifer WP, Folkerth RD, **Hankins GD**, Hereld D, Hoffman HJ, Myers MM, Odendaal HJ, Signore C, Sullivan LM, Willinger M, Wright C, Kinney HC, PASS Research Network. The safe passage study: design, methods, recruitment, and follow-up approach. *Paediatric and Perinatal Epidemiology*. 28(5):455-65, 2014 Sep.
322. Pacheco LD, Saade GR, **Hankins GD**. Mechanical ventilation during pregnancy: sedation, analgesia, and paralysis. *Clin Obstet Gynecol*. 2014;57(4):844-50 Dec.
323. Pacheco LD, Saade GR, **Hankins GD**. Acute myocardial infarction during pregnancy. *Clin Obstet Gynecol*. 2014;57(4):835-43 Dec.
324. Pacheco LD, Saade GR, **Hankins GD**. Severe sepsis during pregnancy. *Clin Obstet Gynecol*. 2014;57(4):827-34 Dec.
325. Borahay MA, Kilic GS, Yallampalli C, Snyder RR, **Hankins GD**, Al-Hendy A, Boehning D. Simvastatin Potently Induces Calcium-dependent Apoptosis of Human Leiomyoma Cells. *Journal of Biological Chemistry*. 289(51):35075-86, 2014 Dec.
326. Clark SM, Dutta E, **Hankins GD**. The outpatient management and special considerations of nausea and vomiting in pregnancy. *Seminars in Perinatology*. 38(8):496-502, 2014 Dec.
327. Peaceman AM, Lai Y, Rouse DJ, Spong CY, Mercer BM, Varner MW, Thorp JM, Ramin SM; Malone FD, O'Sullivan MJ, **Hankins GD**, Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network. Length of Latency with Preterm Premature Rupture of Membranes before 32 Weeks' Gestation. *American Journal of Perinatology*. 32(1):57-62, 2015 Jan.
328. Varner MW, Marshall NE, Rouse DJ, Jablonski KA, Leveno KJ, Reddy UM, Mercer BM, Iams JD, Wapner RJ, Sorokin Y, Thorp JM, Malone FD, Carpenter M, O'Sullivan MJ, Peaceman AM, **Hankins GD**, Dudley DJ, Caritis SN, for the Eunice Kennedy Shriver National Institute of Child Health Human Development Maternal-Fetal Medicine Units Network. The association of cord serum cytokines with neurodevelopmental outcomes. *American Journal of Perinatology*. 30(2):115-22, 2015 Feb.
329. Koren G, Clark S, **Hankins GD**, Caritis SN, Umans JG, Miodovnik M, Mattison DR, Matok I. Maternal safety of the delayed-release doxylamine and pyridoxine combination for nausea and vomiting of pregnancy, a randomized placebo controlled trial. *BMC Pregnancy & Childbirth*. 15:59, 2015.
330. Hedgepeth SC, Garcia MI, Wagner LE 2nd, Rodriguez AM, Chintapalli SV, Snyder RR, **Hankins GD**, Henderson BR, Brodie KM, Yule DI, van Rossum DB, Boehning D. The BRCA1 Tumor Suppressor Binds to Inositol 1,4,5-Trisphosphate Receptors to Stimulate Apoptotic Calcium Release. *Journal of Biological Chemistry*. 290(11):7304-13, 2015 Mar.
331. Blesson CS, Chinnathambi V, **Hankins GD**, Yallampalli C, Sathishkumar K. Prenatal testosterone exposure induces hypertension in adult females via androgen receptor-dependent protein kinase Cdelta-mediated mechanism. *Hypertension*. 65(3):683-90, 2015 Mar.
332. Horton AL, Lai Y, Rouse DJ, Spong CY, Leveno KJ, Varner MW, Mercer BM, Iams JD, Wapner RJ, Sorokin Y, Thorp JM, Ramin SM, Malone FD, O'Sullivan MJ, **Hankins GD**, Caritis SN, Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network. Effect of magnesium sulfate administration for neuroprotection on latency in women with preterm premature rupture of membranes. *American Journal of Perinatology*. 32(4):387-92, 2015 Mar.
333. Marques NR, Martinello C, Kramer GC, Costantine MM, Vadhera RB, Saade GR, **Hankins GD**, Pacheco LD. Passive Leg Raising during Pregnancy. *American Journal of Perinatology*. 32(4):393-8, 2015 Mar.
334. Kavanaugh A, Cush JJ, Ahmed MS, Bermas BL, Chakravarty E, Chambers C, Clowse M, Curtis JR, Dao K, **Hankins GD**, Koren G, Kim SC, Lapteva L, Mahadevan U, Moore T, Nolan M, Ren Z, Sammaritano LR, Seymour S, Weisman MH. Proceedings from the American College of Rheumatology Reproductive Health Summit: the management of

- fertility, pregnancy, and lactation in women with autoimmune and systemic inflammatory diseases. *Arthritis care & research*. 67(3):313-25, 2015 Mar.
335. Zhang X, Wang X, Vernikovskaya DI, Fokina VM, Nanovskaya TN, **Hankins GD**, Ahmed MS. Quantitative determination of metformin, glyburide and its metabolites in plasma and urine of pregnant patients by LC-MS/MS. *Biomedical Chromatography*. 29(4):560-9, 2015 Apr.
 336. More AS, Mishra JS, **Hankins GD**, Yallampalli C, Sathishkumar K. Enalapril Normalizes Endothelium-Derived Hyperpolarizing Factor-Mediated Relaxation in Mesenteric Artery of Adult Hypertensive Rats Prenatally Exposed to Testosterone. *Biology of Reproduction*. 92(6):155, 2015 Jun.
 337. Koren G, Clark S, **Hankins GD**, Caritis SN, Umans JG, Miodovnik M, Mattison DR, Matok I. *BMC Pregnancy & Childbirth*. Maternal safety of the delayed-release doxylamine and pyridoxine combination for nausea and vomiting of pregnancy; a randomized placebo controlled trial. *Research Support, Non-U.S. Gov't*. 15:59, 2015.
 338. Olson G, Weiner SJ, Rouse DJ, Reddy UM, Mercer BM, Varner MW, Leveno KJ, Iams JD, Wapner RJ, Ramin SM, Malone FD, Carpenter MW, O'Sullivan MJ, Dinsmoor MJ, **Hankins GD**, Caritis SN, Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network. Relation between Birth Weight and Weight and Height at the Age of 2 in Children Born Preterm. *American Journal of Perinatology*. 32(6):591-8, 2015 May.
 339. Clark SL, Belfort MA, **Hankins GD**. The Anachronistic Terminology of Gestational Hypertension: Time for a Change. *Obstetrics & Gynecology*. 126(2):294-6, 2015 Aug.
 340. Belfort MA, Saade GR, Thom E, Blackwell SC, Reddy UM, Thorp JM, Tita ATN, Miller RS, Peaceman AM, McKenna DS, Chien EKS, Rouse DJ, Gibbs RS, El-Sayed YY, Sorokin Y, Caritis SN, VanDorsten P, for the Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network. A randomized trial of intrapartum fetal ECG ST-segment Analysis. *N Engl J Med* 2015;373:632-41. DOI: 10.1056/NEJMoa1500600.
 341. Clark SM, Dunn HE, **Hankins GD**. A review of oral labetalol and nifedipine in mild to moderate hypertension in pregnancy. *Seminars in Perinatology*. 39(7):548-55, 2015 Nov.
 342. Pillai VC, Han K, Beigi RH, **Hankins GD**, Clark S, Hebert MF, Easterling TR, Zajicek A, Ren Z, Caritis SN, Venkataramanan R. Population pharmacokinetics of oseltamivir in non-pregnant and pregnant women. *British Journal of Clinical Pharmacology*. 80(5):1042-50, 2015 Nov.
 343. Hirtz DG, Weiner SJ, Bulas D, DiPietro M, Seibert J, Rouse DJ, Mercer BM, Varner MW, Reddy UM, Iams JD, Wapner RJ, Sorokin Y, Thorp JM Jr, Ramin SM, Malone FD, Carpenter MW, O'Sullivan MJ, Peaceman AM, **Hankins GD**, Dudley D, Caritis SN, Eunice Kennedy Shriver National Institute of Child Health and Human Development Maternal-Fetal Medicine Units Network. Antenatal Magnesium and Cerebral Palsy in Preterm Infants. *Journal of Pediatrics*. 167(4):834-839.e3, 2015 Oct.

Chapters

1. **Hankins GD**: Acute Pulmonary Injury and Respiratory Failure During Pregnancy. In: *Critical Care Obstetrics*. Edited by S Clark and J Phelan. New Jersey, Medical Economics, 1987, pp 290-313
2. **Hankins GD**: Complications of Beta-Sympathomimetic Tocolytic Agents - Prevention and Treatment. In: *Critical Care Obstetrics*. Edited by S Clark and J Phelan. New Jersey, Medical Economics, 1987, pp 192-207
3. **Hankins GD**, Gilstrap LC: Indications for Cesarean, Additional Maternal and Fetal Indications. In: *Cesarean Delivery*. Edited by J Phelan and S Clark. New York, Elsevier Science Publishing Company, Inc., 1988, pp 115-128

4. **Hankins GD**, Gilstrap LC: Anesthesia for Cesarean Delivery, The Uncomplicated Patient. In: Cesarean Delivery. Edited by J Phelan and S Clark. New York, Elsevier Science Publishing Company, Inc., 1988, pp 139-154
5. Gilstrap LC, **Hankins GD**: Anesthesia for Cesarean Delivery, The High-Risk Patient. In: Cesarean Delivery. Edited by J Phelan and S Clark. New York, Elsevier Science Publishing Company, Inc., 1988, pp 155-168
6. **Hankins GD**, Gilstrap LC: Postoperative Complications, Postoperative Anesthetic Complications. In: Cesarean Delivery. Edited by J Phelan and S Clark. New York, Elsevier Science Publishing Company, Inc., 1988, pp 416-425
7. **Hankins GD**, Snyder RR, Lee W: Pregnancy and Septic Shock. In: Infections in Pregnancy. Edited by LC Gilstrap and S Faro. New York, Alan R. Liss, Inc., 1990, pp 91-114
8. Snyder RR, **Hankins GD**: Human Papillomavirus Infection During Pregnancy. In: Infections in Pregnancy. Edited by LC Gilstrap and S Faro. New York, Alan R. Liss, Inc., 1990, pp 193-206
9. **Hankins GD**: Complications of Beta-Sympathomimetic Tocolytic Agents. In: Critical Care Obstetrics. 2nd Edition, Edited by Clark, Cotton, Hankins and Phelan. Boston, Blackwell Scientific Publications, 1991, pp 223-250
10. **Hankins GD**: Acute Pulmonary Injury and Respiratory Failure During Pregnancy. In: Critical Care Obstetrics. 2nd Edition, Edited by Clark, Cotton, Hankins and Phelan. Boston, Blackwell Scientific Publications, 1991, pp 340-370
11. Nolan TE, **Hankins GD**: Adult Respiratory Distress Syndrome. In: OB-GYN Infectious Disease. Edited by J Pastorek II. Rockville, MD, Aspen Publishers, 1990
12. Barth WH, **Hankins GD**: Severe Acute Asthma in Pregnancy. In: Critical Care Obstetrics. 2nd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Blackwell Scientific Publications, 1991, pp 371-392
13. Satin AJ, **Hankins GD**: Cardiopulmonary Resuscitation in Pregnancy. In: Critical Care Obstetrics. 2nd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Blackwell Scientific Publications, 1991, pp 579-598
14. **Hankins GD**: Complications of Tocolytic Therapy. In: Current Obstetric Medicine. Edited by Lee, Barron, Cotton, and Coustan. Chicago, Mosby-Year Book, 1991, pp 301-328
15. Dellinger CL, **Hankins GD**: Third Trimester Supracervical Bleeding. In: Medical-Legal Obstetrics and Gynecology. Edited by Phelan. Boston, Blackwell Scientific Publications, 1991
16. **Hankins GD**, Satin AJ, Seiken GL, Barth WH: Critical Care and Pregnancy. In: Current Problems in Obstetrics, Gynecology & Fertility. Edited by Barbieri, Berek, Creasy, DeChemey, and Ryan. Mosby, 1993, pp 209-252.
17. **Hankins GD**, Gilstrap LC, Clark SL: Role of Electronic Fetal Heart Rate Monitoring in Modern Obstetrics. Edited by Harvey CJ and Troiano NH. WB Saunders Co., 1993
18. **Hankins GD**, Harvey C: Critical Care of the Pregnant Patient. In: High Risk Pregnancy: A Team Approach. 2nd Edition, Edited by Knuppel RA and Dauphinee JED. WB Saunders Co., 1993, pp 619-39
19. **Hankins GD**, Barth WH, Satin AJ: Critical Care Medicine and the Obstetric Patient. In: Textbook of Critical Care Medicine. 3rd Edition, Edited by Ayres SM. WB Saunders Co., 1993
20. **Hankins GD**, De Lancey JO: Episiotomy. In: Operative Obstetrics. Edited by Hankins, Clark, Cunningham, and Gilstrap. Norwalk, Connecticut, Appleton & Lange, 1995
21. **Hankins GD**, Yeomans ER, Satin AJ: Forceps Delivery. In: Operative Obstetrics. Edited by Hankins, Clark, Cunningham, and Gilstrap. Norwalk, Connecticut, Appleton & Lange, 1995

22. **Hankins GD**, Zahn CM: Puerperal Hematomas and Lower Genital Tract Lacerations. In: Operative Obstetrics. Edited by Hankins, Clark, Cunningham, and Gilstrap. Norwalk, Connecticut, Appleton & Lange, 1995
23. Satin AJ, **Hankins GD**: Circumcision. In: Operative Obstetrics. Edited by Hankins, Clark, Cunningham, and Gilstrap. Norwalk, Connecticut, Appleton & Lange, 1995
24. **Hankins GD**: Arterial Access. In: Critical Care Obstetrics. 3rd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Blackwell Scientific Publications, 1997
25. Van Hook JW, **Hankins GD**: Mechanical Ventilation in Pregnancy. In: Critical Care Obstetrics. 3rd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Blackwell Scientific Publications, 1997
26. Van Hook JW, **Hankins GD**: Trauma and Pregnancy. In: Critical Care Obstetrics. 3rd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Blackwell Scientific Publications, 1997
27. Mason B, **Hankins GD**: Acute Respiratory Distress Syndrome in Pregnancy. In: Critical Care Obstetrics. 3rd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Blackwell Scientific Publications, 1997
28. O'Day MP, **Hankins GD**: Disseminated Intravascular Coagulation Associated with Pregnancy. In: Critical Care Obstetrics. 3rd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Blackwell Scientific Publications, 1997
29. **Hankins GD**, Rowe T: Septic Shock in Pregnancy. In: Emergency Care of the Woman. Edited by Pearlman and Tintinalli, 1998
30. **Hankins GD**: Invasive Hemodynamic Monitoring in Obstetrics. In: Clinical Maternal-Fetal Medicine. Edited by Winn and Hobbins, 1998.
31. **Hankins GD**: Cesarean Birth. In: Précis: Obstetrics. 2nd Edition, Edited by Gilstrap, Hankins, Lockwood, Ramin, Soper, VanDorsten, and Wilkins. Washington, DC, American College of Obstetricians and Gynecologists, 2000.
32. **Hankins GD**: Vaginal Birth After Cesarean Birth. In: Précis: Obstetrics. , 2nd Edition, Edited by Gilstrap, Hankins, Lockwood, Ramin, Soper, VanDorsten, and Wilkins. Washington, DC, American College of Obstetricians and Gynecologists, 2000.
33. **Hankins GD**: Cesarean and Puerperal Hysterectomy. In: Précis: Obstetrics. 2nd Edition, Edited by Gilstrap, Hankins, Lockwood, Ramin, Soper, VanDorsten, and Wilkins. Washington, DC, American College of Obstetricians and Gynecologists, 2000.
34. **Hankins GD**: Perimortem Cesarean. In: Précis: Obstetrics. 2nd Edition, Edited by Gilstrap, Hankins, Lockwood, Ramin, Soper, VanDorsten, and Wilkins. Washington, DC, American College of Obstetricians and Gynecologists, 2000.
35. Gei AF, **Hankins GD**: Cardiac Disease in Pregnancy. In: Medical Complications of Pregnancy. Edited by Ramin. W. B. Saunders Company, 2001
36. **Hankins GD**, Harirah HM. Vaginal Breech Delivery. In: Précis. Washington, DC: American College of Obstetricians and Gynecologists, 2004.
37. Longo M, **Hankins GD**. External Cephalic Version. In: Protocols for High Risk Pregnancies, 4th Edition. Edited by Queenan, Hobbins, and Spong. Blackwell Science, 2005.
38. Longo M, **Hankins GD**. Gallbladder and Pregnancy. In: Protocols for High Risk Pregnancies, 4th Edition. Edited by Queenan, Hobbins, and Spong. Blackwell Science, 2005.
39. Longo M, **Hankins GD**. Primary Postpartum Hemorrhage. In: Protocols for High Risk Pregnancies, 4th Edition. Edited by Queenan, Hobbins, and Spong. Blackwell Science, 2005.
40. **Hankins GD**, Longo M. Neonatal encephalopathy and cerebral palsy. In: Management of High-Risk Pregnancy, 5th edition. Edited by C Spong, C Lockwood, and J Queenan. Blackwell Publishing, 2007.

41. **Hankins GD.** External Cephalic Version: Singleton Fetus. In: Protocols for High Risk Pregnancies, 5th Edition. Edited by Queenan, Hobbins, and Spong. Blackwell Science, 2010.
42. Pacheco LD, **Hankins GD**, Saade GR. "Treatment of Arrhythmias During Pregnancy". Maternal Medicine. 2015 McGraw-Hill Education.
43. Pacheco LD, **Hankins GD**, Saade GR. "Acute Pancreatitis". Maternal Medicine. 2015 McGraw-Hill Education.

Books

1. Critical Care Obstetrics. 2nd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Massachusetts, Blackwell Scientific Publications, 1991.
2. Handbook of Critical Care Obstetrics. Edited by Clark, Cotton, Hankins, and Phelan. Boston, Massachusetts, Blackwell Scientific Publications, 1994.
3. Operative Obstetrics. Edited by Hankins, Clark, Cunningham, and Gilstrap. Norwalk, Connecticut, Appleton & Lange, May 1995.
4. Williams Obstetrics. 20th Edition, Edited by Cunningham, McDonald, Gant, Leveno, Gilstrap, Hauth, Clark, and Hankins. Stamford, Connecticut, Appleton & Lange, January 1997.
5. Critical Care Obstetrics. 3rd Edition, Edited by Clark, Cotton, Hankins, and Phelan. Boston, Massachusetts, Blackwell Scientific Publications, 1997.
6. Précis: Obstetrics. 2nd Edition, Edited by Gilstrap, Hankins, Lockwood, Ramin, Soper, VanDorsten, and Wilkins. Washington DC: American College of Obstetricians and Gynecologists; 2000.
7. Task Force on Cesarean Delivery Rates. The American College of Obstetricians and Gynecologists, ed. *Evaluation of Cesarean Delivery*. Washington DC: American College of Obstetricians and Gynecologists; 2000.
8. ACOG Task Force on Neonatal Encephalopathy and Cerebral Palsy. The American College of Obstetricians and Gynecologists, the American Academy of Pediatrics, eds. *Neonatal Encephalopathy and Cerebral Palsy: Defining the Pathogenesis and Pathophysiology*. Washington DC: American College of Obstetricians and Gynecologists; 2003.
9. Critical Care Obstetrics. 4th Edition, Edited by Dildy, Belfort, Saade, Phelan, Hankins, Clark. Boston, Massachusetts, Blackwell Scientific Publications, 2004.
10. High-Risk Pregnancy. Editor Queenan. Edited by Chescheir, Hankins, Mercer. The American College of Obstetricians and Gynecologists; 2007.
11. Neonatal Encephalopathy and Neurologic Outcome, by the American College of Obstetricians and Gynecologists, American Academy of Pediatrics, 2nd edition. Task Force on Neonatal Encephalopathy, eds. ACOG, Washington, DC, 2014.
12. Maternal Medicine. McGraw-Hill Education. Editors Pacheco LD, Saade GR, Hankins GD. 2015

Reviews

1. **Hankins GD**, Wendel GD, Whalley PJ, Quirk JG: Cardiovascular monitoring in the high risk pregnancy. Perinatal Neonatal 1983;7:29
2. **Hankins GD**, Whalley PJ: Acute urinary tract infections in pregnancy. Clin Obstet Gynecol 1985;28(2):266-78
3. **Hankins GD**: Defense against side-effects of tocolytic therapy. Contemp Ob Gyn 1986;27:65

4. **Hankins GD:** Invasive cardiovascular monitoring: An update. *Contemp Ob Gyn* 1985;27:114
5. **Hankins GD:** Principles of invasive hemodynamic monitoring. *Clin Perinatol* 1986;13(4):765-79
6. **Hankins GD, Cunningham FG, Pritchard JA:** Cardiovascular consequences of hypertension during pregnancy and the puerperium. In: *Williams Obstetrics*. Suppl 8 17th Edition, Appleton-Century-Crofts, Norwalk, CT, October 1986
7. **Snyder RR, Hankins GD:** Etiology and management of acute fatty liver in pregnancy. *Clin Perinatol* 1986;13(4):813-25
8. **Gilstrap LC, Hankins GD, Snyder RR, Greenberg RT:** Acute pyelonephritis in pregnancy. *Comp Therapy* 1986;12(12):38-42
9. **Hankins GD, Clark SL:** Amniotic fluid embolism. *Fetal and Maternal Medicine Review* 1997;9:35-47
10. **Clark SL, Benedetti TJ, Cotton DB, Hankins GD, Phelan JP:** How to use hemodynamic monitoring in obstetrics: Symposium. *Contemp Ob Gyn* 1987;30:118
11. **Nolan TE, Hankins GD:** Myocardial infarction in pregnancy. *Clin Obstet Gynecol* 1989;32(1):68-75
12. **Yeomans ER, Hankins GD:** Cardiovascular physiology and invasive cardiac monitoring. *Clin Obstet Gynecol* 1989;32(1):2-12
13. **Satin AJ, Hankins GD:** Induction of the postdates fetus. *Clin Obstet Gynecol* 1989;32:68-75
14. **Witgrove PL, Hankins GD:** Torsion of the pregnant uterus. *The Female Patient* 1988;13:32-8
15. **Nielsen JL, Hankins GD:** Pulmonary edema in pregnancy. *The Female Patient* 1990;15:66-72
16. **Hankins GD:** Umbilical cord pH and blood gas analysis. *Contemp Ob Gyn* 1989;33:119-27
17. **Gordon MC, Hankins GD:** Urinary tract infections and pregnancy. *Comp Therapy* 1989;15(9):52-8
18. **Lee W, Cotton DB, Hankins GD, Faro SF:** Management of septic shock complicating pregnancy. *Obstet Gynecol Clin North Am* 1989;16(2):431-47
19. **Horowitz GM, Hankins GD:** Cutaneous manifestations of collagen vascular disease in pregnancy. *Clin Obstet Gynecol* 1990;33(4):759-76
20. **Hankins GD:** Predictive reliability of Apgar scores for subsequent neurologic outcome. *OB-GYN & The Law* 1; Feb-Mar 1990
21. **Hankins GD:** Acute respiratory failure. *Clin Obstet Gynecol* 1990;33(3):493-501
22. **Greenberg RT, Hankins GD:** Antibiotic therapy in preterm premature rupture of membranes. *Clin Obstet Gynecol* 1991;34(4):742-50
23. **Hankins GD, Nolan TE:** Adult respiratory distress syndrome in obstetrics. *Obstet Gynecol Clin North Am* 1991;18(2):273-87
24. **Leonardi ML, Hankins GD:** What's new in tocolytics. *Clin Perinatol* 1992;19(2):367-84
25. **Hankins GD, Cunningham FG:** Severe preeclampsia and eclampsia: Controversies in management. In: *Williams Obstetrics*. Suppl 12 18th Edition, Appleton-Century-Crofts, Norwalk, CT, June/July 1991
26. **Hankins GD, Cunningham FG:** Asthma complicating pregnancy. In: *Williams Obstetrics*. Suppl 15 18th Edition, Appleton-Century-Crofts, Norwalk, CT, December/January 1992
27. **Yeomans ER, Hankins GD:** Operative vaginal delivery in the 1990's. *Clin Obstet Gynecol* 1992;35:487-93
28. **Hankins GD, Satin AJ, Seiken GL, Barth WH:** Critical care and pregnancy. *Curr Probl Obstet Gynecol Fertil* 1993;16:213-49

29. Nolan TE, **Hankins GD**: Acute pulmonary dysfunction and distress in pregnancy. *Obstet Gynecol Clin North Am* 1995;22(1):39-54
30. Van Hook JW, **Hankins GD**: Overcoming complications of transfusion therapy. *Contemp Ob Gyn* 1997;42(9):73-91
31. Gei A, **Hankins GD**: Amniotic fluid embolism: an update. *Contep OB/Gyn* 2000;45:53-65
32. Bukowski R, **Hankins GD**. Managing postpartum hemorrhage. *Contemp OB/Gyn* 2001;46(9):92-102
33. **Hankins GD**. Early repair of episiotomy disruption. *Oper Tech Gynecol Surg* 2001;6(3):150-2
34. **Hankins GD**, Spong CY: Stillbirth: the overlooked tragedy. *Contemp OB/Gyn* 2001;46(12):13-28
35. Gei AF, **Hankins GD**. Cardiac disease and pregnancy. *Obstet Gynecol Clin North America* 2001;28(3):465-512.
36. Gei AF, Vadhera RB, **Hankins GD**. Embolism during pregnancy: thrombus, air, and amniotic fluid. *Anesthesiol Clin North America* 2003;21(1):165-82.

Abstracts

1. **Hankins GD**, Jacobson JM, Murray JM, Young RL: Self-limited hyperthyroidism following intravaginal iodine administration. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Antonio, TX, 1979
2. **Hankins GD**, Murray JM, Massey F, Snyder RR: Evaluation and treatment of CIN in 1,020 patients. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Orlando, FL, 1980
3. **Hankins GD**, Jacobson JM, Young RL: Systemic iodine absorption following vaginal application of povidone iodine. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Orlando, FL, 1980
4. **Hankins GD**, Carr BR, Parker CR: Placental processing of estrogen precursors in normal and complicated pregnancies. Presented at the Society for Gynecologic Investigation, Washington, DC, 1983
5. Parker CR, **Hankins GD**, Carr BR, MacDonald PC, Baxter CR: Similarities in the adrenal response to stress in fetal and adult humans. Presented at the Society for Pediatric Research, 1983
6. Strickland DM, **Hankins GD**, Hauth JC, Kuehl TJ, Mitchell MD: The effects of ritodrine on prostaglandin metabolite concentrations in the blood of pregnant baboons. *Proceedings of the Endocrine Society*, San Antonio, TX, 1983
7. Hauth JC, **Hankins GD**, Kuehl TJ: Biophysical effects of ritodrine hydrochloride infusion in the pregnant baboon. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Portland, OR, 1982
8. **Hankins GD**, Hauth JC, Kuehl TJ, Brans YW, Strickland DM, Mitchell MD: Biochemical, body water and prostaglandin alterations with ritodrine hydrochloride infusion in the pregnant baboon. Presented at the American College of Obstetricians and Gynecologists Annual Clinical Meeting (Atlanta, GA, 1983) and the Armed Forces District Meeting (Portland, OR, 1982)
9. **Hankins GD**, Seoud M, Santos-Ramos R: Ultrasonic measurement of the fetal abdominal circumference and femur length as predictors of gestational age. Presented at the American College of Obstetricians and Gynecologists, District VII Meeting, Houston, TX, 1983
10. **Hankins GD**, Smrekar JD, Lowe TW, Cunningham FG: Dilated cardiomyopathy and thyrotoxicosis complicated by septic abortion. Presented at the American College of Obstetricians and Gynecologists, District VII Meeting, Houston, TX, 1983

11. **Hankins GD**, Cunningham FG, Leveno KJ, Whalley PJ: Respiratory insufficiency associated with pyelonephritis during pregnancy. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Las Vegas, NV, 1983
12. **Hankins GD**, Carr BR, Parker CR: Placental processing of estrogen precursors in normal and complicated pregnancies. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Las Vegas NV, 1983
13. **Hankins GD**, Wendel GD, Leveno KJ: Myocardial infarction during pregnancy: Patho physiologic considerations. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Las Vegas, NV, 1983
14. **Hankins GD**, Seoud M, Toofanian A, Santos-Ramos R: Fetal abdominal circumference as a predictor of gestational age. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Las Vegas, NV, 1983
15. Laverson PL, **Hankins GD**: Ureteral obstruction during pregnancy. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Las Vegas, NV, 1983
16. **Hankins GD**, Rowe J, Strickland DM, Quirk JG, Truby B: Significance of brown and/or green amniotic fluid at the time of genetic amniocentesis. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Las Vegas, NV, 1983
17. **Hankins GD**, Deahl T, Drewry P, Parker CR: Analysis of the potential for transfer of lipoprotein-cholesterol across the human placenta. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Las Vegas, NV, 1983
18. Engle WD, **Hankins GD**, Rosenfeld C: Measurement of lung water and cardiac output in the neonatal lamb. Presented at the Southern Society for Pediatric Research, New Orleans, LA, 1983
19. Lowe TW, **Hankins GD**, Wendel GD, Cunningham FG: A spectrum of heart failure in associating with thyrotoxicos and pregnancy. Presented at the Society of Perinatal Obstetricians, San Antonio, TX, 1984
20. **Hankins GD**, Wendel G, Cunningham FG, Leveno KJ: Longitudinal hemodynamic observations in eclampsia. Presented at the Society for Gynecologic Investigations (San Francisco, CA, 1984), and the Armed Forces District Meeting, American College of Obstetricians and Gynecologists (Atlanta, GA, 1984)
21. **Hankins GD**, Quirk JG: Fetal hemoglobin content of green or brown mid trimester amniotic fluid. Presented at the Society for Gynecologic Investigation, San Francisco, CA, 1984
22. **Hankins GD**, Leveno KJ, Whalley PJ, Gant NF, Parker CR: Reduced fetal adrenal DS production is a major cause for low plasma estrogens in women with pregnancy-induced hypertension (PIH). Presented at the Society for Gynecologic Investigation, San Francisco, CA, 1984
23. **Hankins GD**, Hauth JC: Comparative cardiovascular and metabolic effects of ritodrine, terbutaline, and hexoprenaline. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting (Atlanta, GA, 1984) and at the Annual Meeting of the Society of Air Force Clinical Surgeons (1984)
24. **Hankins GD**, Parker CR, Carr BR, Leveno J, Grant NF, MacDonald PC: The effect of pregnancy hypertension on fetal adrenal function. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Atlanta, GA, 1984
25. **Hankins GD**, Leveno KJ, Whalley PJ: Maternal, fetal, neonatal and infant outcomes with expectant management of PROM. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Atlanta, GA, 1984

26. **Hankins GD**, Cunningham FG, Luby T: Asymptomatic genital excretion of herpes simplex virus during early labor. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Atlanta, GA, 1984
27. Gilstrap LC, Hauth JC, **Hankins GD**, Collins TL, Pierson W: Twins. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Atlanta, GA, 1984
28. Gilstrap LC, Hauth JC, **Hankins GD**, Myers S: The large fetus. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District, Atlanta, GA, 1984
29. Laverson PL, **Hankins GD**: Torsion of the pregnant uterus: A case report and literature review. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Atlanta, GA, 1984
30. Greenberg R, Gilstrap LC, **Hankins GD**: Multisystem effects of pyelonephritis in pregnancy. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Atlanta, GA, 1984
31. Hauth JC, Gilstrap LC, **Hankins GD**, Vance P: Maximum intrauterine pressure with oxytocin induction/augmentation at term. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Atlanta, GA, 1984
32. Bawdon RE, **Hankins GD**, Welch WD, Blumenstock FA, Goodson S: Fibronectin activity in plasma and amniotic fluid from women having cesarean section. Presented at the Infectious Disease Society for Obstetrics and Gynecology, Ashville, NC, 1984
33. **Hankins GD**, Cedars M: Retrodisplacement of the uterus. Presented at the American College of Obstetricians and Gynecologists, District VII Annual Meeting, Wichita, KS, 1984
34. Cunningham FG, Pritchard JA, **Hankins GD**, Anderson P, Lucas J, Armstrong K: Peripartum heart failure: A specific pregnancy induced cardiomyopathy or the consequence of coincidental compounding cardiovascular events? Presented at the 33rd Annual Clinical Meeting of the American College of Obstetricians and Gynecologists, Washington, DC, 1985
35. Ziaya PR, **Hankins GD**, Gilstrap LC: Intravenous penicillin desensitization and treatment during pregnancy. Presented at the Annual Meeting of the Society of Air Force Clinical Surgeons (San Antonio, TX, 1985) and the Armed Forces District Meeting of the American College of Obstetricians and Gynecologists (New Orleans, LA, 1985)
36. Bloss JD, **Hankins GD**, Gilstrap LC: Pulmonary edema as a delayed complication of ritodrine therapy. Presented at the Annual Meeting of the Society of Air Force Clinical Surgeons, San Antonio, TX, 1985
37. **Hankins GD**, Wendel D, Snyder RR, Cunningham FG: Trophoblastic embolization during molar evacuation: Central hemodynamic observations. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, New Orleans, LA, 1985
38. Gilstrap LC, Hauth JC, **Hankins GD**, Patterson AR: Effect of type of anesthesia on blood loss at cesarean section. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, New Orleans, LA, 1985
39. Scott RT, Strickland DM, **Hankins GD**, Gilstrap LC: Maternal height and weight gain as risk factors for cesarean delivery. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, New Orleans, LA, 1985
40. Bloss JB, **Hankins GD**, Hauth JC, Gilstrap LC: The effect of oxytocin infusion on the pharmacokinetics of intravascular magnesium sulfate therapy. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, New Orleans, LA, 1985

41. Nunes JD, Hauth JC, **Hankins GD**, Gilstrap LC: Oxytocin II. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, New Orleans, LA, 1985
42. Gilstrap LC, **Hankins GD**, Hauth JC, Pierson W: Maternal pre to postdelivery hematocrit changes in uncomplicated spontaneous vaginal deliveries. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, New Orleans, LA, 1985
43. Leveno KJ, Klein VR, Guzick DS, Williams ML, Young DC, **Hankins GD**: A single-center, randomized, controlled trial of ritodrine hydrochloride. Presented at the Society of Perinatal Obstetricians, San Antonio, TX, 1986
44. Cunningham FG, Lucas MT, **Hankins GD**: Respiratory insufficiency complicating antepartum pyelonephritis. Presented at the American Professors of Gynecology and Obstetrics, Hot Springs, VA, 1986
45. Parker CR, Hauth JC, **Hankins GD**, Leveno KJ, Rosenfeld CR, Porter JC, MacDonald PC: Delayed endocrine maturation and the development of hyaline membrane disease occur concomitantly in newborns of diabetic women. Presented at the Annual Clinical Meeting of the American College of Obstetricians and Gynecologists, New Orleans, LA, 1986
46. **Hankins GD**, Snyder RR, Gilstrap LC, Hauth JC, Hammond T, Beck AW: Nuchal cords and neonatal outcome. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
47. Gilstrap LC, Hauth JC, **Hankins GD**, Beck AW: Second stage FHR abnormalities and neonatal acidemia: Metabolic versus respiratory. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
48. Berryman GK, **Hankins GD**, Mitchell M, Strickland DM: Longitudinal assessment of amniotic fluid prostaglandins F2a, E2, and D2 in spontaneous, augmented, and induced labor. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
49. Hammond T, **Hankins GD**, Snyder RR, Gilstrap LC: Transvaginal peritoneal migration of trichomonas vaginalis as a cause of ascites. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
50. Snyder RR, **Hankins GD**, Gilstrap LC, Hauth JC: Magnesium sulfate pharmacokinetics: Pregnant Capra hircus model. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
51. Bloss JD, Ziaya P, Hauth JC, **Hankins GD**, Gilstrap LC: Nipple stimulation: Quantification of intrauterine pressures. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
52. Barth WH, **Hankins GD**, Hauth JC, Gilstrap LC: Abdominal sacral colpopexy for vaginal vault prolapse. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
53. Hauth JC, Strickland DM, **Hankins GD**, Gilstrap LC, Wians F: Maternal serum AFP (MSAFP) screening: Reduction of falsely elevated test values. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Diego, CA, 1986
54. **Hankins GD**, Hauth JC, Cissik JH, Kuehl TJ: Effects of ritodrine hydrochloride on arterial-venous blood gas and shunt in healthy pregnant yellow baboons. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
55. **Hankins GD**, Hammond TL, Snyder RR, Gilstrap LC: Transverse lie. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987

56. Mickens-Powers BF, Hammond TL, **Hankins GD**: Factors influencing the utilization of automobile passenger restraint systems during pregnancy. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
57. Berryman GK, Scott RT, **Hankins GD**: Maternal oxygen desaturation associated with prostin 15/M. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
58. Satin AJ, Scott RT, **Hankins GD**, Bradley WP: Urine group B hemolytic streptococci (GBS) as a predictor of premature labor (PML). Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
59. Fries MH, **Hankins GD**: In-utero fetal injury following a traumatic maternal automobile accident. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
60. Nielsen JL, **Hankins GD**, Berryman GK: Isolation of echovirus 27 from amniotic fluid in a case of intrauterine fetal demise. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
61. Judge LM, Scott RT, **Hankins GD**: Rokitansky-Kuster-Hauser syndrome in association with middle ear and vertebral anomalies. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
62. Barth WH, **Hankins GD**: Emergent cerclage. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Denver, CO, 1987
63. **Hankins GD**: Beyond HELLP: Misadventures with severe pre-eclampsia. Presented at the Society of Air Force Clinical Surgeons Meeting, Oakland, CA, 1988
64. Judge LM, **Hankins GD**: HIV screening by the tri-service surgical specialties. Presented at the Society of Air Force Clinical Surgeons Meeting, Oakland, CA, 1988
65. Snyder RR, Perez-Figaredo RA, **Hankins GD**: Autoimmune progesterone dermatitis: A report of successful management with danocrine and review of the world literature. Presented at the Society of Air Force Clinical Surgeons Meeting, Oakland, CA, 1988
66. Gordon MC, Whitted RW, **Hankins GD**: Hypercalcemia in a patient of long-term magnesium sulfate tocolysis. Presented at the Society of Air Force Clinical Surgeons Meeting, Oakland, CA, 1988
67. Nielsen JL, Snyder RR, Hammond TL, **Hankins GD**: Maternal and perinatal morbidity associated with laser vaporization of condyloma acuminata during pregnancy. Presented at the Society of Air Force Clinical Surgeons Meeting, Oakland, CA, 1988
68. Horowitz GM, **Hankins GD**: Early second-trimester use of acyclovir in the treatment of herpes zoster in a one marrow transplant patient: A case report. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Antonio, TX, 1988
69. Yeomans ER, **Hankins GD**, Nichols SA: Midforceps: Not an anachronism. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, San Antonio, TX, 1988
70. Clark SL, Cotton DB, Lee W, DeVore GR, Phelan JP, **Hankins GD**, Benedetti TJ, Pivarnik J, Spillman T, Southwick J, Bishop C: Central hemodynamic assessment of normal third trimester pregnancy: A simultaneous comparison of Fick Principal, thermodilution, continuous wave doppler, pulsed doppler and electrical impedance measurements of cardiac outputs, and effects of position changes on hemodynamics and oxygen. Presented at the Society of Perinatal Obstetricians Meeting, New Orleans, LA, 1989
71. Graham AL, Roehen J, **Hankins GD**: Hypocalcemic seizure associated with magnesium sulfate therapy for the treatment of preterm labor. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989

72. Satin AJ, **Hankins GD**, Scott RT, Patterson W, Moore WA, Neal GS: Creatine kinase and creatine kinase isoenzymes as a marker of uterine activity. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
73. Satin AJ, **Hankins GD**, Scott RT, Patterson W, Moore WA, Neal GS: Elevated creatine kinase and its isoenzymes in cord blood do not indicate perinatal asphyxia or intraventricular hemorrhage. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
74. Moore WA, **Hankins GD**, Satin AJ: Unexplained hemorrhage in the third trimester: A prospective review of the management and outcome of 13 patients followed conservatively with tocolytic management. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
75. Spencer NO, Snyder RR, **Hankins GD**, Hancock KC: Sacrospinous ligament colpopexy. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
76. Barth WH Jr, Yeomans ER, **Hankins GD**: Encephaly: Case report with a normal karyotype. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
77. Leonardi MR, Satin AJ, **Hankins GD**: Large solitary luteinized follicle cyst of pregnancy: A case report and discussion of the management of adnexal masses at term. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
78. Pope L, Gusey C, Barth WH, Jr, **Hankins GD**: Application of pulse oximetry in the labor and delivery unit of a tertiary care center. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
79. Judge LM, **Hankins GD**: Twin pregnancy in a septate uterus: A case report. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
80. Gordon MC, **Hankins GD**, Yeomans ER: Long-term magnesium sulfate tocolysis in high-risk pregnancies. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
81. Weaver DD, Barth WH Jr, Yeomans ER, **Hankins GD**: The nonstress test as a predictor of metabolic acidosis. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Meeting, Washington, DC, 1989
82. **Hankins GD**, Lowery CL, Scott RT, Morrow WR, Carey KD, Leland MM, Colvin EV: Transplacental transfer of zidovudine (AZT) in the near term pregnant baboon. Presented at the Society of Perinatal Obstetricians Annual Meeting, Houston, TX, 1990
83. Satin AJ, **Hankins GD**, Yeomans ER: A randomized study of two dosing regimens of oxytocin for the induction of patients with an unfavorable cervix. Presented at the Society of Perinatal Obstetricians Annual Meeting, San Francisco, CA, 1991
84. **Hankins GD**, Snyder RR, Yeomans ER: Preterm chorioamnionitis: Effects on cord gases and Apgar scores. Presented at the Society of Perinatal Obstetricians Annual Meeting, San Francisco, CA, 1991
85. Perry RL, Yordan R, **Hankins GD**: Presumed vaginal lipoma in pregnancy: A case report. Presented at the American College of Obstetricians and Gynecologists Armed Forces District Annual Meeting, Norfolk, VA, 1992
86. Kost ER, Snyder RR, **Hankins GD**: Colposcopic evaluation of the "less than optimal cytology" in obstetrical patients. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Norfolk, VA, 1992
87. Spencer DK, Yoder BA, **Hankins GD**: Relationship of low apgar score and umbilical artery acidemia on immediate neonatal outcome. Presented at the American College of

- Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Norfolk, VA, 1992
88. **Hankins GD**, Snyder RR, Clark SL, Schwarz L, Patterson W, Butzin C: Acute hemodynamic and respiratory effects of amniotic fluid embolism in the pregnant goat model. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Norfolk, VA, 1992
 89. Johnson CC, Mirabello J, **Hankins GD**: Hyperbaric oxygen treatment for air embolism in pregnancy: A case report. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Norfolk, VA, 1992
 90. Perry RL, Satin AJ, Barth WH, **Hankins GD**, Valtier S, Cody JT: The pharmacokinetics of oxytocin as they apply to labor stimulation: Preliminary results. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Seattle, WA, 1993
 91. Dellinger CL, Johnson C, **Hankins GD**: Intrauterine pressures during the second stage of labor. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Seattle, WA, 1993
 92. Smikle CB, Satin AJ, Dellinger CL, **Hankins GD**: The prevalence of physical and sexual abuse in the gynecologic population of a military treatment facility. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District 32nd Annual Meeting, Seattle, WA, 1993
 93. Dossey TJ, **Hankins GD**: A hospital-based subcutaneous terbutaline infusion pump program for control of preterm labor. Presented at the Association of Women's Health, Obstetric and Neonatal Nurses, Armed Forces District Annual Meeting, Seattle, WA, 1993
 94. Videla FLG, Barth WH, Satin AJ, **Hankins GD**: Trial of labor and aggressive use of oxytocin: A preliminary report. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Seattle, WA, 1993
 95. Harvey CJ, **Hankins GD**, Snyder RR: Maternal oxygen transport variables and fetal base excess in the sheep model: Determining predictors of fetal compromise. Presented at the Society of Perinatal Obstetricians Annual Meeting, San Francisco, CA, 1993
 96. Singleton WL, Smikle CB, **Hankins GD**, Hubbard GB, Ehler WJ, Braskey: Reconstructive vaginal surgery in the female baboon (*Papio sp.*) infected with simian agent. Presented at the American Association for Laboratory Animal Science, Texas Branch, 31st Annual Meeting, Arlington, TX, 1993
 97. Harvey CJ, **Hankins GD**: The effect of pulmonary shunting (Qs/Qt) on fetal arterial hemoglobin saturation in the sheep model. Presented at the Society of Perinatal Obstetricians Annual Meeting, Las Vegas, NV, 1994
 98. **Hankins GD**, Harvey CJ: Decreased SaO₂ produces hind limb hypertension and reduced oxygen extraction in the fetal sheep. Presented at the Society of Perinatal Obstetricians Annual Meeting, Las Vegas, NV, 1994
 99. Harvey CJ, **Hankins GD**: Critical oxygen extraction in the pregnant ewe undergoing acute hypoxemia. Presented at the Society of Perinatal Obstetricians Annual Meeting, Las Vegas, NV, 1994
 100. Videla FLG, Satin AJ, **Hankins GD**: A successful program for the management of women undergoing a trial of labor. Presented at the Society of Air Force Clinical Surgeons Meeting, San Antonio, TX, 1994
 101. Lunt CC, Satin AJ, Barth WH, **Hankins GD**: The impact of indomethacin tocolysis on the coagulation status of the preterm gravida. Presented at the Society of Air Force Clinical Surgeons Meeting, San Antonio, TX, 1994
 102. Stewart TL, Aerts MA, Barth WH, Satin AJ, **Hankins GD**: Peak expiratory flow rate (PEFR) in pregnancy: A cross sectional study. Presented at the American College of Obstetricians and Gynecologists, Armed Forces District Annual Meeting, Reno, NV, 1994

103. Shi S, Saade G, Liao G, Shi L, Shwalisz K, Garfield R, **Hankins GD**: Uteroplacental ischemia does not produce a preeclampsia-like condition in the pregnant rat. Presented at the Society of Perinatal Obstetricians Annual Meeting, Anaheim, CA, 1997
104. Zlatnik M, Gahn D, Olson G, **Hankins GD**, Saade, G: Measurement of fetal umbilical cord circumference as an estimate of birth weight. Presented at the Society of Maternal Fetal Medicine Meeting, Miami Beach, Florida, 2000
105. Fulep E, Vedernikov Y, **Hankins GD**, Reuter D, Saade G, Garfield R: The effect of hypothermia on activity of the isolated human myometrium. Presented at the Society of Maternal Fetal Medicine Meeting, Miami Beach, Florida, 2000
106. **Hankins GD**, Snyder R, Dinh T, Van Hook J, Clark S: Documentation of amniotic fluid embolus in goats via lung histopathology: fact or fiction. Presented at the Central Association of Obstetricians and Gynecologists, Reno, Nevada, 2001
107. Olson G, Saade G, Barton J, **Hankins GD**, Anderson GD. Comparison of two methods for cervical length measurement. Presented at the Central Association of Obstetricians and Gynecologists, Reno, Nevada, 2001.
108. Nowicki B, Pawelczyk E, Hart A, **Hankins GD**, Anderson G, Locksmith G, Olson GL, Nowicki S. Maternal changes in toll like receptor 4 in peripheral blood leukocytes; association with preterm labor. Presented at the Society for Gynecologic Investigation, Washington, DC, March 2003.
109. Pawelczk E, Nowicki S, Hart-Van Tassell A, Goluszko P, **Hankins GD**, Anderson G, Locksmith G, Olson GL, Nowicki B. Pregnancy is associated with low expression of toll-like receptor 4 mRNA in peripheral blood leukocytes; regulation by progesterone and 17 β -estradiol. Presented at the Society for Gynecologic Investigation, Washington, DC, March 2003.
110. Longo M, Jain V, Vedernikov Y, Bukowski R, **Hankins GD**, Saade GR, Garfield RE. In vitro reactivity of human umbilical vessels at term of pregnancy and role of nitric oxide. Presented at the Society for Gynecologic Investigation, Washington, DC, March 2003.
111. Dong YL, **Hankins GD**, Goodrum LA, Vegiraju S, Gangula PRR. Evidence for decreased CGRP receptors and compromised responsiveness to CGRP in fetoplacental vessels in preeclampsia. Presented at the Society for Gynecologic Investigation, Washington, DC, March 2003.
112. Bukowski R, Saade G, Thornton S, **Hankins GD**, Anderson GD. Regulatory networks of genes in the human uterus in the process of labor. Presented at the Society for Gynecologic Investigation, Washington, DC, March 2003.
113. Gei AF, Vadhera R, Singh H, Van Hook JW, **Hankins GD**. Evaluation of a score of postpartum uterine involution and bleeding after cesarean section. Presented at the Society for Gynecologic Investigation, Washington, DC, March 2003.
114. Bukowski R, Saade G, Malone FD, Flint Porter T, Nyberg DA, Comstock CH, **Hankins GD**, Berkowitz RL, Reingold P, Dugoff L, Craigo SD, Timor IE, Carr SR, Wolfe HM, Tibbetts N, D'Alton ME. First-trimester origins of fetal growth impairment and its consequences – results from the FASTER Trial. Oral Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
115. Dugoff L, Hobbins J, Malone FD, Flint Porter T, Luthy D, Comstock CH, **Hankins GD**, Berkowitz RL, Merkatz I, Craigo S, Timor IE, Carr SR, Wolfe HM, Tibbetts N, D'Alton ME. The association between first-trimester maternal serum PAPP-A and free beta-HCG concentrations and obstetric complications – a population-based screening study (the FASTER Trial). Oral Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
116. Longo M, Langenveld J, Jain V, Vedernikow Y, Anderson G, **Hankins GD**, Garfield R, Saade G. Effect of pregnancy on vascular responses in the offsprings of endothelial nitric

- oxide synthase knockout mice. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
117. Longo M, Langenveld J, Bukowski R, **Hankins GD**, Anderson G, Garfield R, Saade G. Birthweight and postnatal growth in offspring of endothelial nitric oxide synthase knockout mice: genetic factors or fetal programming by uterine environment? Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 118. Longo M, Langenveld J, Jain V, **Hankins GD**, Anderson G, Garfield R, Saade G. Effect of pregnancy on postnatal growth in offspring of endothelial nitric oxide synthase knockout mice. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 119. Locksmith G, Chin A, Vu T, Shattuck K, **Hankins GD**. High versus standard dosing of gentamicin in women with chorioamnionitis: a randomized, controlled, pharmacokinetic analysis. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 120. Nanovskaya T, Nekhayeva I, Zharikova O, **Hankins GD**, Ahmed M. Role of p-glycoprotein in transplacental transfer of methadone. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 121. Zacharias N, Gei A, Suarez V, Pacheco LD, Vidal A, Vadhera R, Saade G, **Hankins GD**. Balloon-tip catheter occlusion of the hypogastric arteries for the management of placenta accreta. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 122. Bukowski R, Saade G, Malone FD, Flint Porter T, Nyberg DA, Comstock CH, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo SD, Timor IE, Carr SR, Wolfe HM, Emig D, D'Alton ME. Dating of pregnancy using last menstrual period, crown-rump length, or second-trimester ultrasound biometry: results from the FASTER Trial. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 123. Shevell T, Malone FD, Vidaver J, Flint Porter T, Luthy DA, Comstock CH, **Hankins GD**, Eddleman K, Dolan S, Dugoff L, Craigo SD, Timor IE, Carr SR, Wolfe HM, D'Alton ME. Assisted reproductive technology and pregnancy outcome – a populationbased screening study (the FASTER Trial). Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 124. Dong YL, Chauha M, Lanlua P, Wang HQ, **Hankins GD**, Goodrum L, Martin E, Yallampalli C. Expression of calcitonin gene-related peptide by human placental villi and its regulation by steroid hormones. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 125. Pacheco LD, Rosen M, Gei A, Zacharias N, Picans J, Vidal A, Saade G, **Hankins GD**. Management of uterine hyperstimulation with concomitant use of oxytocin and terbutaline. Poster Presentation: Annual Society for Maternal Fetal Medicine Meeting, New Orleans, Louisiana, February 2004.
 126. Dong YL, Green KE, Vegiraju S, **Hankins GD**, Goodrum L, Martin E, Yallampalli C. Changes in maternal and fetal serum calcitonin gene-related peptide concentration in normal and complicated pregnancies. Poster presentation: Society for Gynecologic Investigation, Houston, Texas, March 2004.
 127. Pawelczyk E, Nowicki S, **Hankins GD**, Goluszko P, Hart-Van Tassell A, Anderson GD, Nowicki BJ. Preterm labor and increased expression of toll-like receptor 4: differences in receptor density in maternal monocytes. Poster presentation: Society for Gynecologic Investigation, Houston, Texas, March 2004.

128. Zacharias N, Deshmukh S, Nanovskaya T, Zharikova O, **Hankins GD**, Ahmed M. Maternal fetal characteristics and aromatase activity in term human placental microsomes. Poster presentation: Society for Gynecologic Investigation, Houston, Texas, March 2004.
129. Nowicki BJ, Pawelczyk E, **Hankins GD**, Nowicki S. Is TLR4 a risk factor for racial disparity in preterm labor? Poster presentation: Society for Gynecologic Investigation, Houston, Texas, March 2004.
130. Langenveld J, Longo M, Vedernikov Y, Kieback D, **Hankins GD**, Anderson GD, Garfield RE, Saade GR. In-utero programming of future vascular function in transgenic mice lacking endothelial nitric oxide synthase is not gender specific. Poster presentation: Society for Gynecologic Investigation, Houston, Texas, March 2004.
131. Bukowski R, **Hankins GD**, Malone FD, Flint Porter T, Nyberg DA, Comstock CH, Saade GR, Eddleman K, Gross S, Dugoff L, Hobbins JC, Craigo SD, Timor IE, Carr SR, Wolfe HM, Tibbetts N, Hanson JW, D'Alton ME. Early pregnancy origins of spontaneous preterm delivery. Poster presentation: Society for Gynecologic Investigation, Houston, Texas, March 2004.
132. Longo M, Langenveld J, Vedernikov Y, Jain V, **Hankins GD**, Anderson GD, Garfield RE, Saade GR. In-utero programming of vascular function in offsprings of endothelial nitric oxide synthase knockout is abolished with multiparity. Poster presentation: Society for Gynecologic Investigation, Houston, Texas, March 2004.
133. Luke B, Brown MB, Misiunas RB, Gonzalez-Quintero VH, Nugent C, van de Ven C, Witter FR, Newman RB, D'Alton M, **Hankins GD**, Grainger DA, Macones GA. The association between maternal body mass index, race, Hispanic ethnicity, and twin pregnancy outcome. 17th Annual Meeting of the Society for Pediatric and Perinatal Epidemiologic Research, Salt Lake City, Utah, June 2004.
134. Min S, Luke B, Gillespie B, Min L, Misiunas RB, Gonzalez-Quintero VH, Nugent C, Witter FR, Newman RB, **Hankins GD**, Grainger DA, Macones GA. Effect of early maternal weight gain on twin fetal growth and birth outcomes: A theoretical foundation. International Congress on Twin Studies, Odense, Denmark, July 2004.
135. Nekhayeva I, Nanovskaya TN, Pentel P, **Hankins GD**, Ahmed MS. Effect of nicotine-specific antibodies, Nic311 and Nic-IgG, on the transfer of nicotine across human placenta. Poster presentation: The 67th Annual Scientific Meeting of the College on Problems of Drug Dependence, Orlando, Florida, January 2005.
136. Zharikova OL, Deshmukh SV, Nanovskaya TN, Nekhayeva IA, **Hankins GD**, Ahmed MS. The effect of methadone, buprenorphine (BUP) and levo-a-acetylmethadol (LAAM) on human placental aromatase. Poster presentation: The 67th Annual Scientific Meeting of the College on Problems of Drug Dependence, Orlando, Florida, January 2005.
137. Nanovskaya TN, Nekhayeva IA, Karunaratne N, Audus K, **Hankins GD**, Ahmed MS. Role of P glycoprotein in transplacental transfer of methadone. Poster presentation: The 67th Annual Scientific Meeting of the College on Problems of Drug Dependence, Orlando, Florida, January 2005.
138. Hieronymus TL, Nanovskaya TN, Deshmukh SV, **Hankins GD**, Ahmed MS. Methadone metabolism by preterm human placentas. Poster presentation: The 67th Annual Scientific Meeting of the College on Problems of Drug Dependence, Orlando, Florida, January 2005.
139. Longo M, Lu F, Jain V, Bukowski R, **Hankins GD**, Anderson G, Saade G. The effect of fetal programming on the expression of genes involved in adult vascular function. Oral presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
140. Nekhayeva I, Nanovskaya T, Zharikova O, **Hankins GD**, Ahmed MS. The role of the efflux transporter P-glycoprotein (P-gp) in the transplacental transfer of buprenorphine (BUP) and L-acetylmethadol (LAAM). Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.

141. Longo M, Lu F, Snyder R, Anderson G, **Hankins GD**, Saade G. Abnormal renal development in a mouse model of fetal vascular programming. Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
142. Urato A, Craigo S, Canick J, Traister K, Malone F, Oshiro B, Luthy D, Comstock, **Hankins GD**, Berkowitz, et al. The effect of maternal smoking on maternal serum analyte levels and Down syndrome screen positively – Results from the FASTER trial. Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
143. Craigo S, Urato A, Canick J, Peloso G, Malone F, Oshiro B, Luthy D, Comstock CH, **Hankins GD**, Berkowitz, et al. The effect of maternal prednisone use on second-trimester maternal serum unconjugated estriol levels – Results from the FASTER trial. Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
144. Luke B, Brown M, Misiunas R, Mauldin J, Newman R, Nugent C, Gonzalez-Quintero V, Witter F, **Hankins GD**, D'Alton M, et al. Elevated maternal glucose concentrations and placental infection in twin pregnancies. Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
145. Luke B, Brown M, Misiunas R, Gonzalez-Quintero V, Nugent C, Van de ven C, Witter F, Newman R, D'Alton M, **Hankins GD**, et al. The Hispanic paradox in twin pregnancies. Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
146. Pacheco LD, Gei A, Webster B, Saade G, **Hankins GD**. Acute pancreatitis during pregnancy. Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
147. Dolan S, Gross S, Merkatz IR, Faber V, Malone F, Porter F, Nyberg D, Comstock CH, **Hankins GD**, Eddleman K, et al. The contribution of birth defects to prematurity and low birthweight in a population-based screening study (The FASTER Trial). Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
148. Gei A, Hennan K, Suarez V, **Hankins GD**. Evaluation of the maximal pressure exerted by obstetric forceps on a fetal head mannequin model. Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
149. Longo M, Dang T, Buhimschi I, Bukowski R, **Hankins GD**, Anderson G, Saade G. Proteomic analysis of offspring of mice lacking endothelial nitric oxide synthase (NOS3). Poster presentation: Society for Maternal Fetal Medicine, Reno, Nevada, February 2005.
150. Schlembach D, Maner WL, Mackay LB, Saade GR, **Hankins GD**, Garfield RE. Using non-invasive uterine electromyography in patients undergoing labor induction at term. Poster presentation: 2005 Annual Meeting of the Society for Gynecologic Investigation, Los Angeles, California, March 2005.
151. Longo M, Lu F, Orise P, **Hankins GD**, Anderson GD, Snyder R, Saade GR. Renal and hepatic inflammatory infiltrate in a mouse model of fetal vascular programming. Poster presentation: 2005 Annual Meeting of the Society for Gynecologic Investigation, Los Angeles, California, March 2005.
152. Dong YL, Green KK, **Hankins GD**, Martin E, Yallampalli C. Direct involvement of calcitonin gene-related peptide in human trophoblast cell fusion and differentiation. Poster presentation: 2005 Annual Meeting of the Society for Gynecologic Investigation, Los Angeles, California, March 2005.
153. Longo M, Lu F, Bukowski R, Anderson GD, **Hankins GD**, Saade GR. Expression of nitric oxide synthase and cyclooxygenase isoforms in a mouse model of fetal vascular programming. Poster presentation: 2005 Annual Meeting of the Society for Gynecologic Investigation, Los Angeles, California, March 2005.
154. Longo M, Bytautiene E, Lu F, Tamayo E, **Hankins GD**, Anderson G, Saade GR. Blood pressure regulation and uterine environment in conscious unrestrained NOS3 knockout mice. Oral presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.

155. Makhoulf M, Longo M, Lu F, **Hankins GD**, Anderson G, Saade GR. Inducing resistance to the effects of endotoxin (LPS) in murine pregnancy. Oral presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
156. Bytautiene E, Longo M, Orise P, **Hankins GD**, Anderson G, Saade GR. Fetal programming of type I hypersensitivity reaction: The roles of leukotriene D4, prostaglandin D2, and thromboxane A2. Oral presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
157. Malone FD, Comstock CH, Ball RH, Nyberg DA, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, Craigo SD, Timor IE, et al. Is there a nuchal translucency measurement above which there is no added benefit from serum screening? Oral presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
158. Dziuba N, Nekhayeva I, Nanovskaya T, **Hankins GD**, Ahmed MS. Transfer of metformin across the dually perfused human placental lobule. Oral presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
159. Harirah H, Borahay M, Wahiduz Z, Ahmed M, **Hankins GD**. Effect of the contact between the amnion and chorion-decidua layers in human fetal membranes on prostaglandin production. Oral presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
160. Harirah H, Borahay M, Nowicki B, **Hankins GD**. Role of apoptosis in the chorionic trophoblasts of human fetal membranes with labor at term. Oral presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
161. Jain S, Zharikova O, Ravindran S, Nanovskaya T, **Hankins GD**, Ahmed MS. Metabolism of glibenclamide (glyburide) by human placenta. Poster presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
162. Nekhayeva I, Nanovskaya T, **Hankins GD**, Dziuba N, Ahmed M. The transfer of glyburide across human placenta obtained from healthy and diabetic patients and the role of human serum albumin. Poster presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
163. Bukowski R, **Hankins GD**, Malone FD, Porter TF, Nyberg D, Comstock C, Eddleman K, Gross S, Dugoff L, Craigo S, et al. Stillbirth risk prediction. Poster presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
164. Clark S, Longo M, Langenveld J, **Hankins GD**, Anderson G, Saade G. The role of prenatal versus postnatal environment on postnatal growth. Poster presentation: Society for Maternal Fetal Medicine, Miami Beach, Florida, January 2006.
165. Ravindran S, Zharikova OL, Hill RA, Nanovskaya TN, **Hankins GD**, Ahmed MS. Identification of glyburide metabolites formed by baboon hepatic and placental microsomes using HPLC-MS. American Chemical Society-Southwest Region, 62nd Southwest Regional Meeting, October 2006.
166. Lu F, Bytautiene E, Tamayo E, Gamble P, Anderson GD, **Hankins GD**, Longo M, Saade G. The effect of sFlt-1 over-expression in pregnant mice on blood pressure of the offspring later in life. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
167. Yan R, Nanovskaya T, **Hankins GD**, Ahmed M. The effect of esterases on 17-hydroxyprogesterone caproate. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
168. Ghulmiyyah L, Clark S, Mareth A, Gamble P, **Hankins GD**, Anderson GD, Saade G, Longo M. The role of oxidative and inflammatory stress in the developmental origin of adult vascular dysfunction. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
169. Goharkhay N, Lu F, Sbrana E, Gamble P, Betancourt A, Tamayo E, Villarreal K, **Hankins GD**, Longo M, Saade GR. A murine model of fetal programming of atherosclerosis:

- Morphologic and histologic characterization. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
170. Clark S, Makhoul M, **Hankins GD**, Anderson GD, Saade G, Longo M. The effect of the postnatal environment on altered fetal programming of adult vascular function. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 171. Longo M, Lu F, Tamayo E, Gamble P, Anderson GD, **Hankins GD**, Saade G. Fetal programming of blood pressure in a transgenic mouse model of altered intrauterine environment. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 172. Lu F, Longo M, Gamble P, Tamayo E, Anderson GD, **Hankins GD**, Saade G. In vitro vascular reactivity in a mouse model of preeclampsia induced by over-expression of sFlt-1. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 173. Ghulmiyyah L, Clark S, Tamayo E, Gamble P, **Hankins GD**, Anderson GD, Saade G, Longo M. Effect of subsequent pregnancy on vascular function in endothelial nitric oxide synthase (NOS3) knockout mice. Oral presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 174. Hemauer S, Patrikeeva S, **Hankins GD**, Ahmed M, Nanovskaya T. Human placental transfer of 17-hydroxyprogesterone caproate. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 175. Luke B, Hediger ML, Min L, Nugent C, Newman R, **Hankins GD**, Grainger DA. The effect of weight gain by 20 weeks gestation on twin birthweight and postpartum weight. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 176. Harirah H, Zaman W, Ahmed M, **Hankins GD**. Effect of chorion-decidua on prostaglandin E2 production in human fetal membranes. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 177. Patrikeeva S, Hemauer S, Nanovskaya T, **Hankins GD**, Ahmed M. Transplacental transfer and distribution of rosiglitazone. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 178. Bukowski R, Smith GCS, Malone FD, Ball RH, Nyberg DA, Comstock C, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, et al. Faster growth of male fetuses in first trimester of pregnancy. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 179. Zharikova O, Ravindran S, Nanovskaya T, **Hankins GD**, Ahmed M. The kinetics for glyburide metabolism by human and baboon livers and placentas. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 180. Lu F, Bytautiene E, Tamayo E, Betancourt A, **Hankins GD**, Anderson GD, Longo M, Saade G. Mechanisms of the developmental origin of adult hypertension in an animal model of preeclampsia. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 181. Bytautiene E, Vedernikov Y, Maner W, Longo M, **Hankins GD**, Anderson GD, Saade G. On the fetal origin of asthma: Effect of maternal allergen exposure on the airway responses of the guinea pig offspring later in life. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
 182. Bukowski R, Smith GCS, Malone FD, Ball RH, Comstock C, Nyberg DA, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, et al. Early pregnancy growth determines low birth weight. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.

183. Clark S, Dildy G, Belfort M, Meyers J, Herbst M, Frye D, **Hankins GD**. Reducing maternal mortality in the 21st century. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
184. Graham G, Malone FD, Pettker CM, Sullivan L, Ball R, Luthy D, Comstock C, **Hankins GD**, Eddleman K, Gross S, et al. Preconception multivitamin or folic acid consumption and pregnancy outcome: A population-based screening study. Poster presentation: Society for Maternal Fetal Medicine, San Francisco, CA, February 2007.
185. Bukowski R, Malone F, Porter F, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Preconceptional folate prevents preterm delivery. Oral presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
186. Ruddock N, Shi S, Jain S, Moore G, **Hankins GD**, Romero R, Garfield R. Progesterone (P4), but not 17alpha hydroxyprogesterone caproate (17P), inhibits human myometrial contractions. Oral presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
187. Ghulmiyyah L, Tamayo E, Makhoul M, Gamble P, **Hankins GD**, Anderson G, Saade G, Longo M. Transgenerational effect of fetal programming on vascular phenotype in an endothelial nitric oxide synthase (NOS3) knockout mouse model. Oral presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
188. Jain S, Maner W, Mackay L, **Hankins GD**, Garfield R. Trans-abdominal uterine electromyography (EMG) vs. clinical parameters as predictors of preterm delivery. Oral presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
189. Hebert M, Narahariseti S, Ma X, Krudys K, Umans J, **Hankins GD**, Caritis S, Miodovnik M, Mattison D, Unadkat J, Easterling T, Vicini P. Are we guessing glyburide dosage in the treatment of gestational diabetes (GDM)? The pharmacological evidence for better clinical practice. Oral presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
190. Goharkhay N, Tamayo E, Lu F, **Hankins GD**, Saade G, Longo M. Adverse uterine environment leads to failure to downregulate endogenous cholesterol synthesis in a mouse model. Oral presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
191. Hemauer S, Yan R, Patrikeeva S, Mattison D, **Hankins GD**, Ahmed M, Nanovskaya T. Metabolism of 17-hydroxyprogesterone caproate by the dually perfused human placental lobule. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
192. Bukowski R, Malone F, Porter F, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Extremes of fetal growth are associated with spontaneous preterm birth. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
193. Yan R, Nanovskaya T, Mattison D, **Hankins GD**, Ahmed M. Metabolism of 17-hydroxyprogesterone caproate by human hepatic and placental microsomes. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
194. Constantine M, Longo M, Wen T, **Hankins GD**, Saade G. Timing of perioperative antibiotics for cesarean section: A meta-analysis. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
195. Zharikova O, Fokina V, Nanovskaya T, Ravindran S, Hill R, Mattison D, **Hankins GD**, Ahmed M. Identification of the major human hepatic and placental enzymes responsible for the metabolism of glyburide. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
196. Goharkhay N, Yin H, Tamayo E, Gamble P, Lu F, Betancourt A, Villarreal K, **Hankins GD**, Saade G, Longo M. A novel KISS-1 related peptide as indicator of murine pregnancy and potential prenatal diagnostic marker. Oral presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.

197. Longo M, Lu F, Tamayo E, Gamble P, Sbrana E, Goharkhay N, Anderson G, **Hankins GD**, Saade E. The effect of postnatal age on fetal vascular programming of blood pressure in a nitric oxide synthase knockout mouse model. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
198. Earhart A, Nanovskaya T, Patrikeeva S, Bowen R, **Hankins GD**, Ahmed M. Transplacental transfer and distribution of bupropion. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
199. Costantine M, Ghulmiyyah L, Tamayo E, Makhoul M, **Hankins GD**, Anderson G, Saade G, Longo M. Transgenerational effect of fetal programming on vascular reactivity in a nitric oxide synthase (NOS3) knockout mouse model. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
200. Bytautiene E, Lu F, Orise Ph, **Hankins GD**, Anderson G, Longo M, Saade G. Gender, but not sFlt-1 over-expression during pregnancy determines higher reactivity in the offspring airways later in life. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
201. Bytautiene E, Lu F, Tamayo E, Betencourt A, **Hankins GD**, Anderson G, Longo M, Saade G. Maternal long-term cardiovascular function in an animal model of preeclampsia. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
202. Corradetti A, Lu F, Sbrana E, Orise P, **Hankins GD**, Tranquilli A, Longo M, Saade G. The effect of sFlt-1 over-expression on the vascular function of mice in their second pregnancy. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
203. Abdel-Rahman S, Nanovskaya T, **Hankins GD**, Ahmed M. Effect of the G2677A/T polymorphism in the multidrug resistance 1 gene (MDR1, ABCB1) on P-glycoprotein (P-gp) expression in human placenta. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
204. Jain SK, Untalan P, Jain S, Garofalo R, **Hankins GD**. Amniotic fluid can be stored in refrigerator without deterioration of growth factors. Poster presentation: Society for Maternal Fetal Medicine, Dallas, TX, January 2008.
205. Ruddock N, Bytautiene E, Betancourt A, Longo M, **Hankins GD**, Saade. Progestins do not modulate the uterine response to tocolytics or oxytocin. Oral presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
206. Byers B, Betancourt A, Lu F, **Hankins GD**, Longo M, Saade G, Bytautiene E. Synergistic effect of prepregnancy obesity and sFlt1-induced preeclampsia on fetal programming of adult vascular function. Oral presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
207. Goharkhay N, Tamayo E, Yin H, Lu F, Gamble P, **Hankins GD**, Longo M, Saade G. Fetal programming of hypercholesterolemia and hypertriglyceridemia is evident in young adulthood. Oral presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
208. Costantine M, Rea H, Tamayo E, Ghulmiyyah L, Wen T, Perez-Polo JR, **Hankins GD**, Saade G. Susceptibility to hypoxic-ischemic (HI) injury in rat pups born to mothers with preeclampsia induced by sFlt-1 overexpression. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
209. Costantine M, Fox K, Byers B, Mateus J, Ghulmiyyah L, Grobman W, Blackwell S, **Hankins GD**, Saade G. Validation of the vaginal birth after cesarean (VBAC) nomogram. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
210. Jain SK, Jain S, Richardson J, **Hankins GD**. Growth factors in amniotic fluid remain bioavailable after storage. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
211. Goharkhay, N, Lu F, Bytautiene E, Tamayo E, Betancourt A, Gamble P, **Hankins GD**, Longo M, Saade G. Fetal programming of atherosclerosis: Effect on activity and blood

- pressure in young adult mice. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
212. Lu F, Goharkhay N, Bytautiene E, Tamayo E, **Hankins GD**, Longo M, Saade G. In vitro uterine artery reactivity in a pregnant mouse model of preeclampsia induced by over-expression of sFlt-1. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
 213. Bytautiene E, Tamayo E, Lu F, Gamble P, **Hankins GD**, Longo M, Saade G. Fetal programming of adult blood pressure in a mouse model of pre-pregnancy obesity and Preeclampsia. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
 214. Hemauer S, Patrikeeva S, Nanovskaya T, **Hankins GD**, Ahmed M. Transport activity of human placental P-glycoprotein. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
 215. Bukowski R, Malone F, Porter T, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Fetal macrosomia increases risk of stillbirth. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
 216. Bukowski R, Malone F, Porter T, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Preconceptional folate reduces perinatal mortality and morbidity. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
 217. Goharkhay N, Lu F, Bytautiene E, Gamble P, Tamayo E, Yin H, **Hankins GD**, Longo M, Saade G. Vascular reactivity patterns in the carotid artery of offspring in the apoE mouse model of developmental programming of atherosclerosis at 4 months of age. Poster presentation: Society for Maternal Fetal Medicine, San Diego, CA, January 2009.
 218. Mateus J, Lu F, Bytautiene E, Tamayo E, Betancourt A, **Hankins GD**, Longo M, Saade G. Effect of continuous infusion of vascular endothelial growth factor on blood pressure in a mouse model of preeclampsia induced by SFLT-1 overexpression. Oral presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
 219. Mateus J, Lu F, Tamayo E, Huaizhi Y, **Hankins GD**, Longo M, Saade G. Effect of continuous delivery of recombinant vascular endothelial growth factor on vascular reactivity in a SFLT-1 induced animal model of preeclampsia. Oral presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
 220. Costantine M, Tamayo E, Bytautiene E, Fangxian L, Longo M, **Hankins GD**, Saade G. Can the maternal vascular dysfunction in preeclampsia be prevented? a new role for pravastatin. Oral presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
 221. Hemauer S, Patrikeeva S, Nanovskaya T, **Hankins GD**, Ahmed M. Multiple ABC transporters of human placental brush border membranes contribute to the efflux of glyburide, rosiglitazone, and metformin. Oral presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
 222. Byers B, Betancourt A, Tamayo E, Longo M, **Hankins GD**, Saade G, Bytautiene E. Could pregnancy be a risk factor for maternal cardiovascular disease? Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
 223. Chiossi G, Costantine M, Betancourt A, **Hankins GD**, Longo M, Saade G, Bytautiene E. Effect of BMI on spontaneous uterine contractility and response to tocolytics in vitro. Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
 224. Chiossi C, Costantine M, Betancourt A, **Hankins GD**, Longo M, Bytautiene E, Saade G. Effect of fetal weight on spontaneous and oxytocin-induced uterine contractility in vitro. Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.

225. Giuseppe C, Costantine M, Betancourt A, **Hankins GD**, Longo M, Saade G, Bytautiene E. Sildenafil citrate potentiates the effect of nifedipine on spontaneous uterine contractility in vitro. Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
226. Zharikova O, Fokina V, Yan R, Nanovskaya T, **Hankins GD**, Ahmed M. Metabolism of 17-hydroxyprogesteronecaproate (17-P) by human placental mitochondrial and microsomal enzymes. Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
227. Costantine M, Fox K, Byers B, Mateus J, Pacheco LD, **Hankins GD**, Grobman W, Saade G. Does information available at delivery improve the prediction of the vaginal birth after cesarean (VBAC) models? Validation in an independent patient cohort. Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
228. Mateus J, Fox KA, **Hankins GD**, Saade GR, Jain S. Perinatal outcome in treated vs untreated maternal cardiac arrhythmias. Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
229. Mateus J, Fox KA, **Hankins GD**, Saade GR, Jain S. Effect of previous history of cardiac arrhythmias on the clinical course and pregnancy outcome of women who develop arrhythmias during pregnancy. Poster presentation: Society of Maternal Fetal Medicine, Chicago, Illinois, February 2010.
230. Costantine M, Chiossi G, Tamayo E, Gamble P, Anderson GD, **Hankins GD**, Saade GR, Longo M. Effect of prenatal methyl donor enriched diet on fetal programming of adult blood pressure. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
231. Mateus J, Yin H, Tamayo E, Betancourt A, **Hankins GD**, Longo M, Saade GR. Regulation of placental and renal hypoxia gene expression by VEGF121 therapy in a mouse model of preeclampsia induced by sFlt-1 overexpression. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
232. Chiossi G, Costantine M, Tamayo E, Anderson GD, **Hankins GD**, Saade GR, Longo M. Effect of postnatal angiotensin-converting enzyme inhibition on fetal programming of adult vascular function in mice lacking endothelial nitric oxide synthase. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
233. Bytautiene E, Tamayo E, Kechichian T, Drever N, Gamble P, **Hankins GD**, Saade GR. Prepregnancy obesity and sFlt1-induced preeclampsia: developmental programming model of metabolic syndrome. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
234. Drever N, Bytautiene E, Yin H, Kechichian T, Costantine M, Longo M, **Hankins GD**, Saade GR. Effect of in utero alcohol exposure on the expression of antioxidant enzymes in a mouse model of fetal alcohol syndrome. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
235. Fox K, Longo M, Tamayo E, Kechichian T, Bytautiene E, **Hankins GD**, Saade GR, Costantine M. Pravastatin upregulates eNOS activity in the sFLT-1 mouse model of preeclampsia. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
236. Fox K, Bytautiene E, Tamayo E, **Hankins GD**, Saade GR, Longo M, Goharkhay N. The effect of the early postnatal period on developmental programming of hyperlipidemia. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
237. Chiossi G, Costantine M, Bytautiene E, Betancourt A, **Hankins GD**, Sbrana E, Saade GR, Longo M. Does time affect the myometrial response to prostaglandin E2 and E1? Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.

238. Drever N, Bytautiene E, Yin H, Kechichian T, Costantine M, Longo M, **Hankins GD**, Saade GR. Effect of in utero alcohol exposure on DNA methylation in promoter regions of antioxidant enzymes in a mouse model of fetal alcohol syndrome. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
239. Wang X, Zhan Y, **Hankins GD**, Ahmed MS, Rytting E, Patrikeeva S, Nanovskaya T, Clark S, Jackson A, Venkataramanan R, Caritis S. Pharmacokinetics of famotidine in pregnant women. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
240. Xin Wang, Rytting E, Nanovskaya T, Patrikeeva S, Clark S, Jasek M, **Hankins GD**, Ahmed MS, Venkataramanan R, Caritis S. Pharmacokinetics of indomethacin in pregnant women with preterm labor. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
241. Ying Zhan, Xin Wang, Caritis S, **Hankins GD**, Ahmed MS, Rytting E, Patrikeeva S, Nanovskaya T, Clark S, Jackson A, Venkataramanan R, Hebert M, Thomas Easterling. Pharmacokinetics of bupropion in pregnant women. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
242. Bytautiene E, Kechichian T, Ashimi O, **Hankins GD**, Longo M, Saade GR. Expression of rennin-angiotensin system proteins in offspring born to a mouse model of prepregnancy obesity and sFlt1-induced preeclampsia. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
243. Longo M, Costantine M, Gamble P, Yin H, Drever N, **Hankins GD**, Saade GR. Placental global DNA methylation in a mouse model of fetal programming. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
244. Hemauer S, Patrikeeva S, Nanovskaya T, **Hankins GD**, Ahmed MS. Transport of opiates by P-glycoprotein expressed in preparations of human placental inside-out vesicles. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
245. Costantine M, Chiossi G, Saad A, Falquez A, Soulsby-Monroy R, Pacheco L, **Hankins GD**, Saade GR. Does central fetal heart rate monitoring system improve perinatal outcomes? Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
246. Nakad R, Costantine M, Kechichian T, Yin H, **Hankins GD**, Saade GR, Longo M. Specific gene expression in the placenta of a mouse model lacking endothelial nitric oxide synthase. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, California, February 2011.
247. Kalanderian A, Costantine M, Chiossi G, Tamayo E, **Hankins GD**, Saade GR, Longo M. Modulation of the developmental programming of adult vascular function using maternal diet rich in Methyl donors. Oral presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
248. Saad AF, Kechichian T, Tamayo E, Wen M, Longo M, **Hankins GD**, Saade GR, Costantine M. Effect of pravastatin on circulating anti-angiogenic factors in a mouse model of preeclampsia induced by overexpression of Soluble Fms-like tyrosine kinase-1 (sFlt-1). Oral presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
249. Zacharias N, Nanovskaya T, **Hankins GD**, Ahmed M. Maternal-fetal gestational characteristics and microsomal aromatase activity in human placentas. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
250. Bukowski R, Chlebowski R, Thune I, Furberg AS, **Hankins GD**, Malone F, D'Alton M. Birth weight, breast cancer and the potential mediating hormonal environment. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.

251. Chiossi G, Reed LC, Costantine MM, **Hankins GD**, Saade GR, Longo M. Effects of dinoprostone and misoprostol on myometrial response to oxytocin. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
252. Basraon S, Makhoul M, Longo M, Kechichian T, Williams F, **Hankins GD**, Saade G, Costantine M. Effect of statins on the inflammatory response associated with preterm birth. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
253. Carver A, Cochran M, Olson G, Munn M, **Hankins GD**. The effect of natural disasters on maternal morbidity. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
254. Patrikeeva S, Zhan Y, Nanovskaya T, **Hankins GD**, Ahmed MS. Transplacental transfer of oseltamivir carboxylate. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
255. Patrikeeva S, Zhan Y, Fokina V, Nanovskaya T, **Hankins GD**, Ahmed MS. Transplacental transfer of Vancomycin and Telavancin. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
256. Kalanderian A, Chiossi G, Costantine M, Orise P, **Hankins GD**, Saade GR, Longo M. Effect of postnatal angiotensin-converting enzyme inhibition on fetal vascular programming in a transgenic mouse model lacking endothelial nitric oxide synthase. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
257. Mateus J, Hurst G, Tamayo E, **Hankins GD**, Longo M, Saade G. Prenatal vascular endothelial growth factor therapy prevents hypertension in the adult offspring in a murine model of preeclampsia induced by overexpression of sFlt-1. Poster presentation: Society of Maternal Fetal Medicine, Dallas, Texas, February 2012.
258. McDonnold M, Dunn H, Hester A, Pacheco L, **Hankins GD**, Saade G, Costantine M. High risk human papillomavirus at Entry to Prenatal Care and risk of Preeclampsia. Oral presentation: Society of Maternal Fetal Medicine, San Francisco, CA, February 2013.
259. Chiossi G, Costantine M, Yin H, Tamayo E, **Hankins GD**, Saade G, Longo M. The role of candidate oxidative stress genes in the developmental programming of adult disease. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, CA, February 2013.
260. Chiossi G, Costantine M, Kechichian T, Orise P, **Hankins GD**, Saade G, Longo M. The role of oxidative stress in developmental programming of adult vascular phenotype. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, CA, February 2013.
261. Nanovskaya T, Patrikeeva S, Costantine M, **Hankins GD**, Ahmed M. Transplacental transfer of pravastatin. Poster presentation: Society of Maternal Fetal Medicine, San Francisco, CA, February 2013.
262. McDonnold M, Tamayo E, Huaizhi Y, Kechichian T, Longo M, **Hankins GD**, Saade G, Costantine M. The role of LOX-1 receptor in sex-specific altered fetal programming of cardiovascular in function in a preeclampsia-like murine model. Oral Concurrent Session 7. Society of Maternal Fetal Medicine, New Orleans, LA, February 2014.
263. Nanovskaya T, Patrikeeva S, Paul J, Costantine M, **Hankins GD**, Ahmed M. Role of the placental transporters in the efflux of pravastatin. Poster Session I. Society of Maternal Fetal Medicine, New Orleans, LA, February 2014.
264. Saad A, Kechichian T, McDonnold M, Tamayo E, **Hankins GD**, Saade G, Costantine M. Mechanisms of fetal programming of adverse metabolic profile and its prevention by pravastatin in a preeclampsia-like murine model. Poster Session II. Society of Maternal Fetal Medicine, New Orleans, LA, February 2014.
265. Zhang X, Wang X, Vernikovskaya, Nanovskaya T, Clark S, **Hankins GD**, Ahmed M. Determination of metformin, glyburide and its metabolites in plasma and urine of pregnant patients by LC-MS/MS. Poster Session II. Society of Maternal Fetal Medicine, New Orleans, LA, February 2014.

266. Saad A, Diken Z, Saoud F, Hedge S, Kuhlmann MJ, Wen T, **Hankins GD**, Saade G, Costantine M. Early versus late feeding after cesarean delivery: a randomized controlled trial. Poster Session IV. Society of Maternal Fetal Medicine, San Diego, CA, February 2015.

Published Abstracts

1. Satin AJ, **Hankins GD**, Yeomans ER: A randomized study of two dosing regimens of oxytocin for the induction of patients with an unfavorable cervix. *Am J Obstet Gynecol* 1991;164(S):307
2. **Hankins GD**, Snyder RR, Yeomans ER: Preterm chorioamnionitis: Effects on cord gases and Apgar scores. *Am J Obstet Gynecol* 1991;164(S):401
3. Harvey CJ, **Hankins GD**, Snyder RR: Maternal oxygen transport variables and fetal base excess in the sheep model: Determining predictors of fetal compromise. *Am J Obstet Gynecol* 1993;168:329
4. Harvey CJ, **Hankins GD**: The effect of pulmonary shunting (Q_s/Q_t) on fetal arterial hemoglobin saturation in the sheep model. *Am J Obstet Gynecol* 1994;170:298
5. **Hankins GD**, Harvey CJ: Decreased SaO_2 produces hind limb hypertension and reduced oxygen extraction in the fetal sheep. *Am J Obstet Gynecol* 1994;170:312
6. Harvey CJ, **Hankins GD**: Critical oxygen extraction in the pregnant ewe undergoing acute hypoxemia. *Am J Obstet Gynecol* 1994;170:313
7. Harvey CJ, **Hankins GD**, Clark SL: Amniotic fluid embolism and oxygen transport patterns. *Am J Obstet Gynecol* 1996;174(1 pt. 2):304
8. Harvey CJ, **Hankins GD**, Clark SL, Uckan E, Cotton D: Oxygen transport variables during normal third-trimester pregnancy. *Am J Obstet Gynecol* 1996;174(1 pt. 2):375
9. **Hankins GD**, Harvey CJ, Clark SL, Uckan E: Intrapulmonary shunt (Q_s/Q_t) and position in healthy third-trimester pregnancy. *Am J Obstet Gynecol* 1996;174(1 pt. 2):322
10. **Hankins GD**, Clark SL, Uckan E, Harvey CJ, Cotton D: Arterial blood gas analysis during normal third-trimester pregnancy and the effect of position changes. *Am J Obstet Gynecol* 1996;174(1 pt. 2):376
11. Porter TF, Clark SL, Dildy GA, **Hankins GD**: Isolated disseminated intravascular coagulation and amniotic fluid embolism. *Am J Obstet Gynecol* 1996;174(1 pt. 2):486
12. Linhart J, Olson G, Goodrum L, Rowe T, Saade G, **Hankins GD**: Preterm labor at 32 to 34 weeks gestations: Effect of a policy of expectant management on length of gestation. *Am J Obstet Gynecol* 1998;178(2):636
13. Rickert VI, Wiemann CM, **Hankins GD**, McKee JM, Berenson AB: Prevalence and risk factors of chorioamnionitis among adolescents. *Am J Obstet Gynecol* 1998;178(2):731
14. Vedernikov Y, Saade G, Zlatnik M, Martin E, Garfield R, **Hankins GD**: The effect of amniotic fluid on human mental artery. *Am J Obstet Gynecol* 1998;178(2):188
15. Olson G, Wellington P, Belfort M, **Hankins GD**, Saade G: Predicting the need for insulin in gestational diabetes using the fasting value on the 3 hour glucose tolerance test. *Am J Obstet Gynecol* 1998;178(1S):54S.
16. Linhart J, Olson G, Goodrum L, Rowe T, Saade G, **Hankins GD**: Preterm labor at 32 to 34 weeks gestation: effect of a policy of expectant management on length of gestation. *Am J Obstet Gynecol* 1998;178(1S)Supplement:179S
17. **Hankins GD**, Leicht T, Van Hook J, Uckan E, Anderson G: The role of forcep rotation on maternal and neonatal injury. *Am J Obstet Gynecol* 1998;178(1S)Supplement:70S
18. **Hankins GD**, Leicht T, Van Hook J, Uckan E, Anderson G: The role of forcep rotation on maternal and neonatal injury. *Am J Obstet Gynecol* 1998;178(2):217

19. Andres R, Saade G, Wilkins I, **Hankins GD**, Zlatnik M, Witlin A, Gilstrap L: Correlation of blood gas values and neonatal morbidity/mortality in newborns with pathologic fetal acidemia. *Am J Obstet Gynecol* 1999;181(4):867-71
20. Fulep E, Vedernikov Y, **Hankins G**, Reuter D, Saade G, Garfield R. The effect of hypothermia on activity of the isolated human myometrium. *Am J Obstet Gynecol* 2000;182(1, Part 2):S133
21. Zlatnik M, Gahn D, Olson G, **Hankins G**, Saade G. Measurement of fetal umbilical cord circumference as an estimate of birth weight. *Am J Obstet Gynecol* 2000;182(1, Part 2):S109
22. Wong CC, Gei AF, **Hankins GD**, Martin E, Van Hook JW. Use of Mott compression garment in postoperative cesarean-delivery patients. *Obstet Gynecol* 2001;97(4):S65
23. Locksmith GJ, Gei AF, Rowe TF, Yeomans ER, **Hankins GD**. Teaching the Laufe-Piper forceps technique at cesarean delivery. *J Reprod Med* 2001;46(5):457-61
24. Gei A, Van Hook J, Olson G, Saade G, **Hankins GD**. Arthropod envenomations during pregnancy: report from a national database-1999. *Am J Obstet Gynecol* 2001;184(1):S192
25. Bukowski R, Saade G, Olson G, Malone F, Duke K, **Hankins G**, D'Alton M. Ethnicity-specific norms for fetal crown-rump length. *Am J Obstet Gynecol* 2001;184(1):S183
26. Gei A, Suarez V, Olson G, Goodrum L, Saade G, **Hankins G**. Suicide attempts during pregnancy by poisoning: report from a national database-1999. *Am J Obstet Gynecol* 2001;184(1):S182
27. Koen S, Gei A, Lopez S, Van Hook J, Anderson G, **Hankins G**. Prevalence of organ system injury in acute birth asphyxia. *Am J Obstet Gynecol* 2001;184(1):S133
28. Bukowski R, Saade G, Olson GL, Malone F, Duke K, **Hankins GD**, D'Alton M. Ethnicity specific norms for fetal crown rump length. *Am J Obstet Gynecol* 2001;184(1):S181.
29. Bukowski R, Olson G, Saade G, Malone F, Duke K, **Hankins G**, D'Alton M. Ethnicity-specific norms for fetal heart rate in early gestation. *Am J Obstet Gynecol* 2001;184(1):S105
30. Gei A, Van Hook J, Olson G, Leicht T, **Hankins G**. Fetal outcomes associated with pregnancies requiring critical care obstetrics. *Am J Obstet Gynecol* 2001;184(1):S100
31. Hankins G, Snyder R, Dinh T, Van Hook J, Clark S. Documentation of amniotic fluid embolus via lung histopathology: fact or fiction. *Am J Obstet Gynecol* 2001;184(1):S88
32. Gei A, Locksmith G, Saade G, **Hankins G**. Toxic exposure during pregnancy. Report from a national database. *Am J Obstet Gynecol* 2001;184(1):S53
33. Gei A, Koen S, Lopez S, Locksmith G, Saade G, **Hankins G**. Perinatal asphyxia: analysis of a database from a neonatal referral center. *Am J Obstet Gynecol* 2001;184(1):S53
34. Suarez V, Olson G, Saade G, Locksmith G, **Hankins G**. The effect of in utero exposure to gentamicin on newborn otoacoustic emissions. *Am J Obstet Gynecol* 2001;184(1):S52
35. Koen S, Gei AF, Lopez S, Olson GL, Anderson G, **Hankins GD**. Obstetrical antecedents of acute intrapartum asphyxia in term and preterm infants. *J Soc Gynecol Invest* 2001;8(1)Supplement:236-37A.
36. Luke B, Anderson E, Misiunas R, Martin D, Gonzales-Quintero VH, Tolaymat L, O'Sullivan MJ, Witter FR, Mauldin J, Newman RB, D'Alton M, Reece EA, **Hankins GD**. Do outcomes differ in spontaneous vs assisted-conceived twins? *Am J Obstet Gynecol* 2001;186:S71
37. Suarez VR, Park ES, **Hankins GD**, Soloff MS. Regulator of g protein signaling-2 messenger ribonucleic acid temporal expression in rat myometrium during pregnancy, induced preterm labor and postterm gestation. *Am J Obstet Gynecol* 2001;186:S82
38. Bukowski R, Saade G, Malone F, D'Alton M, **Hankins GD**. Growth potential versus gestational age at delivery. *Am J Obstet Gynecol* 2001;186:S83
39. Bukowski B, Burgett A, Saade G, **Hankins GD**. Impairment of fetal growth and the risk of hypoxic ischemic encephalopathy. *Am J Obstet Gynecol* 2001;186:S94

40. Luke B, Martin D, Gonzales-Quintero VH, Tolaymat L, O'Sullivan M, Newman RB, Mauldin J, Witter FR, **Hankins GD**, D'Alton M, Reece EA. The effect of fetal reduction on intrauterine growth and pregnancy outcome in twins. *Am J Obstet Gynecol* 2001;186:S104
41. Hediger ML, Luke B, Misiunas R, Martin D, O'Sullivan M, Witter F, Mauldin J, Newman R, **Hankins GD**, D'Alton M, Reece EA. Fetal growth rates and very preterm birth of twins. *Am J Obstet Gynecol* 2001;186:S105
42. Bukowski R, Luke B, Saade G, Olson G, Martin D, O'Sullivan M, **Hankins GD**. Second trimester serum screening and adverse pregnancy outcome in twin gestations. *Am J Obstet Gynecol* 2001;186:S118
43. Bukowski R, Saade G, Malone F, **Hankins GD**, D'Alton M. A decrease in postdate pregnancies is an additional benefit of first trimester screening for aneuploidy. *Am J Obstet Gynecol* 2001;186:S148
44. Suarez VR, Thompson LL, Jain V, Olson G, Belfort M, **Hankins GD**, Saade, GR. The effect of in utero exposure to indomethacin on the need for surgical closure of a patent ductus arteriosus in the newborn. *Am J Obstet Gynecol* 2001;185(Supplement 6):S149
45. Olson G, Barton J, Saade G, **Hankins GD**, Anderson G. Comparison of two methods for cervical length measurement. *Am J Obstet Gynecol* 2001;186:S251
46. Longo M, Jain V, Vedernikov Y, **Hankins GD**, Saade G, Garfield R. In vitro reactivity of human chorionic vessels at term: role of prostanoids and nitric oxide. *Am J Obstet Gynecol* 2002;187(6, part 2):S237.
47. Nowicki B, Pawelczyk E, Hart A, **Hankins GD**, Anderson G, Locksmith G, Olson GL, Nowicki S. Maternal changes in toll like receptor 4 in peripheral blood leukocytes; association with preterm labor. *J Soc Gynecol Investig* 2003;10(2)Supplement:381A.
48. Pawelczk E, Nowicki S, Hart-Van Tassell A, Goluszko P, **Hankins GD**, Anderson G, Locksmith G, Olson GL, Nowicki B. Pregnancy is associated with low expression of toll-like receptor 4 mRNA in peripheral blood leukocytes; regulation by progesterone and 17 β -estradiol. *J Soc Gynecol Investig* 2003;10(2)Supplement:382A.
49. Longo M, Jain V, Vedernikov Y, Bukowski R, **Hankins GD**, Saade GR, Garfield RE. In vitro reactivity of human umbilical vessels at term of pregnancy and role of nitric oxide. *J Soc Gynecol Investig* 2003;10(2)Supplement:154A.
50. Dong YL, **Hankins GD**, Goodrum LA, Vegiraju S, Gangula PRR. Evidence for decreased CGRP receptors and compromised responsiveness to CGRP in fetoplacental vessels in preeclampsia. *J Soc Gynecol Investig* 2003;10(2)Supplement:150A.
51. Bukowski R, Saade G, Thornton S, **Hankins GD**, Anderson GD. Regulatory networks of genes in the human uterus in the process of labor. *J Soc Gynecol Investig* 2003;10(2)Supplement:307A.
52. Gei AF, Vadhera R, Singh H, Van Hook JW, **Hankins GD**. Evaluation of a score of postpartum uterine involution and bleeding after cesarean section. *J Soc Gynecol Investig* 2003;10(2)Supplement:372A.
53. Bukowski R, Saade G, Malone FD, Flint Porter T, Nyberg DA, Comstock CH, **Hankins GD**, Berkowitz RL, Reingold P, Dugoff L, Craigo SD, Timor IE, Carr SR, Wolfe HM, Tibbetts N, D'Alton ME. First-trimester origins of fetal growth impairment and its consequences – results from the FASTER Trial. *Am J Obstet Gynecol* 2003;189(6):S76.
54. Dugoff L, Hobbins J, Malone FD, Flint Porter T, Luthy D, Comstock CH, **Hankins GD**, Berkowitz RL, Merkatz I, Craigo S, Timor IE, Carr SR, Wolfe HM, Tibbetts N, D'Alton ME. The association between first-trimester maternal serum PAPP-A and free beta-HCG concentrations and obstetric complications – a population-based screening study (the FASTER Trial). *Am J Obstet Gynecol* 2003;189(6)Supplement:S78.

55. Longo M, Langenveld J, Jain V, Vedernikow Y, Anderson G, **Hankins GD**, Garfield R, Saade G. Effect of pregnancy on vascular responses in the offspring of endothelial nitric oxide synthase knockout mice. *Am J Obstet Gynecol* 2003;189(6)Supplement:S91.
56. Longo M, Langenveld J, Bukowski R, **Hankins GD**, Anderson G, Garfield R, Saade G. Birthweight and postnatal growth in offspring of endothelial nitric oxide synthase knockout mice: genetic factors or fetal programming by uterine environment? *Am J Obstet Gynecol* 2003;189(6)Supplement:S91.
57. Longo M, Langenveld J, Jain V, **Hankins GD**, Anderson G, Garfield R, Saade G. Effect of pregnancy on postnatal growth in offspring of endothelial nitric oxide synthase knockout mice. *Am J Obstet Gynecol* 2003;189(6)Supplement:S92.
58. Locksmith F, Chin A, Vu T, Shattuck K, **Hankins GD**. High versus standard dosing of gentamicin in women with chorioamnionitis: a randomized, controlled, pharmacokinetic analysis. *Am J Obstet Gynecol* 2003;189(6)Supplement:S103.
59. Nanovskaya T, Nekhayeva I, Zharikova O, **Hankins GD**, Ahmed M. Role of p-glycoprotein in transplacental transfer of methadone. *Am J Obstet Gynecol* 2003;189(6)Supplement:S124.
60. Zacharias N, Gei A, Suarez V, Pacheco LD, Vidal A, Vadhera R, Saade G, **Hankins GD**. Balloon-tip catheter occlusion of the hypogastric arteries for the management of placenta accreta. *Am J Obstet Gynecol* 2003;189(6)Supplement:S124.
61. Bukowski R, Saade G, Malone FD, Flint Porter T, Nyberg DA, Comstock CH, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo SD, Timor IE, Carr SR, Wolfe HM, Emig D, D'Alton ME. Dating of pregnancy using last menstrual period, crown-rump length, or second-trimester ultrasound biometry: results from the FASTER Trial. *Am J Obstet Gynecol* 2003;189(6)Supplement:S134.
62. Shevell T, Malone FD, Vidaver J, Flint Porter T, Luthy DA, Comstock CH, **Hankins GD**, Eddleman K, Dolan S, Dugoff L, Craigo SD, Timor IE, Carr SR, Wolfe HM, D'Alton ME. Assisted reproductive technology and pregnancy outcome – a population based screening study (the FASTER Trial). *Am J Obstet Gynecol* 2003;189(6)Supplement:S175.
63. Dong YL, Chauha M, Lanlua P, Wang HQ, **Hankins GD**, Goodrum L, Martin E, Yallampalli C. Expression of calcitonin gene-related peptide by human placental villi and its regulation by steroid hormones. *Am J Obstet Gynecol* 2003;189(6)Supplement:S189.
64. Pacheco LD, Rosen M, Gei A, Zacharias N, Picans J, Vidal A, Saade G, **Hankins GD**. Management of uterine hyperstimulation with concomitant use of oxytocin and terbutaline. *Am J Obstet Gynecol* 2003;189(6)Supplement:S210.
65. Dong YL, Green KE, Vegiraju S, **Hankins GD**, Goodrum L, Martin E, Yallampalli C. Changes in maternal and fetal serum calcitonin gene-related peptide concentration in normal and complicated pregnancies. *J Soc Gynecol Investig* 2004;11(2):125A.
66. Nowicki BJ, Pawelczyk E, **Hankins GD**, Nowicki S. Is TLR4 a risk factor for racial disparity in preterm labor? *J Soc Gynecol Investig* 2004;11(2):203A.
67. Bukowski R, **Hankins GD**, Malone FD, Flint Porter T, Nyberg DA, Comstock CH, Saade GR, Eddleman K, Gross S, Dugoff L, Hobbins JC, Craigo SD, Timor IE, Carr SR, Wolfe HM, Tibbetts N, Hanson JW, D'Alton ME. Early pregnancy origins of spontaneous preterm delivery. *J Soc Gynecol Investig* 2004;11(2):206A.
68. Zacharias N, Deshmukh S, Nanovskaya T, Zharikova O, **Hankins GD**, Ahmed M. Maternal fetal characteristics and aromatase activity in term human placental microsomes. *J Soc Gynecol Investig* 2004;11(2):224A.
69. Langenveld J, Longo M, Vedernikov Y, Kieback D, **Hankins GD**, Anderson GD, Garfield RE, Saade GR. In-utero programming of future vascular function in transgenic mice lacking endothelial nitric oxide synthase is not gender specific. *J Soc Gynecol Investig* 2004;11(2):246A.

70. Pawelczyk E, Nowicki S, **Hankins GD**, Goluszko P, Hart-Van Tassell A, Anderson GD, Nowicki BJ. Preterm labor and increased expression of toll-like receptor 4: differences in receptor density in maternal monocytes. *J Soc Gynecol Investig* 2004;11(2):311A.
71. Longo M, Langenveld J, Vedernikov Y, Jain V, **Hankins GD**, Anderson GD, Garfield RE, Saade GR. In-utero programming of vascular function in offsprings of endothelial nitric oxide synthase knockout is abolished with multiparity. *J Soc Gynecol Investig* 2004;11(2):384A.
72. Longo M, Lu F, Jain V, Bukowski R, **Hankins GD**, Anderson G, Saade G. The effect of fetal programming on the expression of genes involved in adult vascular function. *Am J Obstet Gynecol* 2004;191(6):S7.
73. Longo M, Lu F, Snyder R, Anderson G, **Hankins GD**, Saade G. Abnormal renal development in a mouse model of fetal vascular programming. *Am J Obstet Gynecol* 2004;191(6):S31.
74. Urato A, Craigo S, Canick J, Traister K, Malone F, Oshiro B, Luthy D, Comstock, **Hankins GD**, Berkowitz, et al. The effect of maternal smoking on maternal serum analyte levels and Down syndrome screen positively – Results from the FASTER trial. *Am J Obstet Gynecol* 2004;191(6):S44.
75. Craigo S, Urato A, Canick J, Peloso G, Malone F, Oshiro B, Luthy D, Comstock CH, **Hankins GD**, Berkowitz, et al. The effect of maternal prednisone use on second-trimester maternal serum unconjugated estriol levels – Results from the FASTER trial. *Am J Obstet Gynecol* 2004;191(6):S48.
76. Luke B, Brown M, Misiunas R, Mauldin J, Newman R, Nugent C, Gonzalez-Quintero V, Witter F, **Hankins GD**, D'Alton M, et al. Elevated maternal glucose concentrations and placental infection in twin pregnancies. *Am J Obstet Gynecol* 2004;191(6):S67.
77. Luke B, Brown M, Misiunas R, Gonzalez-Quintero V, Nugent C, van de Ven C, Witter F, Newman R, D'Alton M, **Hankins GD**, et al. The Hispanic paradox in twin pregnancies. *Am J Obstet Gynecol* 2004;191(6):S68.
78. Pacheco LD, Gei A, Webster B, Saade G, **Hankins GD**. Acute pancreatitis during pregnancy. *Am J Obstet Gynecol* 2004;191(6):S96.
79. Dolan S, Gross S, Merkatz IR, Faber V, Malone F, Porter F, Nyberg D, Comstock CH, **Hankins GD**, Eddleman K, et al. The contribution of birth defects to prematurity and low birthweight in a population-based screening study (The FASTER Trial). *Am J Obstet Gynecol* 2004;191(6):S123.
80. Nekhayeva I, Nanovskaya T, Zharikova O, **Hankins GD**, Ahmed MS. The role of the efflux transporter P-glycoprotein (P-gp) in the transplacental transfer of buprenorphine (BUP) and L-acetylmethadol (LAAM). *Am J Obstet Gynecol* 2004;191(6):S130.
81. Gei A, Hennan K, Suarez V, **Hankins GD**. Evaluation of the maximal pressure exerted by obstetric forceps on a fetal head mannequin model. *Am J Obstet Gynecol* 2004;191(6):S154.
82. Longo M, Dang T, Buhimschi I, Bukowski R, **Hankins GD**, Anderson G, Saade G. Proteomic analysis of offspring of mice lacking endothelial nitric oxide synthase (NOS3). *Am J Obstet Gynecol* 2004;191(6):S168.
83. Longo M, Lu F, Orise P, **Hankins GD**, Anderson GD, Snyder R, Saade GR. Renal and hepatic inflammatory infiltrate in a mouse model of fetal vascular programming. *J Soc Gynecol Investig* 2005;12(2):193A.
84. Dong YL, Green KK, **Hankins GD**, Martin E, Yallampalli C. Direct involvement of calcitonin gene-related peptide in human trophoblast cell fusion and differentiation. *J Soc Gynecol Investig* 2005;12(2):297A.
85. Longo M, Lu F, Bukowski R, Anderson GD, **Hankins GD**, Saade GR. Expression of nitric oxide synthase and cyclooxygenase isoforms in a mouse model of fetal vascular programming. *J Soc Gynecol Investig* 2005;12(2):336A.

86. Schlembach D, Maner WL, MacKay LB, Saade GR, **Hankins GD**, Garfield RE. Using non-invasive uterine electromyography in patients undergoing labor induction at term. *J Soc Gynecol Investig* 2005;12(2):352A.
87. Longo M, Bytautiene E, Lu F, Tamayo E, **Hankins GD**, Anderson G, Saade GR. Blood pressure regulation and uterine environment in conscious unrestrained NOS3 knockout mice. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S10.
88. Makhoul M, Longo M, Lu F, **Hankins GD**, Anderson G, Saade GR. Inducing resistance to the effects of endotoxin (LPS) in murine pregnancy. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S17.
89. Bytautiene E, Longo M, Orise P, **Hankins GD**, Anderson G, Saade GR. Fetal programming of type I hypersensitivity reaction: The roles of leukotriene D4, prostaglandin D2, and thromboxane A2. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S25.
90. Malone FD, Comstock CH, Ball RH, Nyberg DA, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, Craigo SD, Timor IE, et al. Is there a nuchal translucency measurement above which there is no added benefit from serum screening? *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S28.
91. Dziuba N, Nekhayeva I, Nanovskaya T, **Hankins GD**, Ahmed MS. Transfer of metformin across the dually perfused human placental lobule. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S36.
92. Harirah H, Borahay M, Wahiduz Z, Ahmed M, **Hankins GD**. Effect of the contact between the amnion and chorion-decidua layers in human fetal membranes on prostaglandin production. *Am J Obstet Gynecol* 2005;193(6 Suppl 1): S43.
93. Harirah H, Borahay M, Nowicki B, **Hankins GD**. Role of apoptosis in the chorionic trophoblasts of human fetal membranes with labor at term. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S43.
94. Jain S, Zharikova O, Ravindran S, Nanovskaya T, **Hankins GD**, Ahmed MS. Metabolism of glibenclamide (glyburide) by human placenta. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S91.
95. Nekhayeva I, Nanovskaya T, **Hankins GD**, Dziuba N, Ahmed M. The transfer of glyburide across human placenta obtained from healthy and diabetic patients and the role of human serum albumin. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S92.
96. Bukowski R, **Hankins GD**, Malone FD, Porter TF, Nyberg D, Comstock C, Eddleman K, Gross S, Dugoff L, Craigo S, et al. Stillbirth risk prediction. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S107.
97. Clark S, Longo M, Langenveld J, **Hankins GD**, Anderson G, Saade G. The role of prenatal versus postnatal environment on postnatal growth. *Am J Obstet Gynecol* 2005;193(6 Suppl 1):S169.
98. Lu F, Bytautiene E, Tamayo E, Gamble P, Anderson GD, **Hankins GD**, Longo M, Saade G. The effect of sFlt-1 over-expression in pregnant mice on blood pressure of the offspring later in life. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S3.
99. Yan R, Nanovskaya T, **Hankins GD**, Ahmed M. The effect of esterases on 17-hydroxyprogesteronecaproate. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S6.
100. Ghulmiyyah L, Clark S, Mareth A, Gamble P, **Hankins GD**, Anderson GD, Saade G, Longo M. The role of oxidative and inflammatory stress in the developmental origin of adult vascular dysfunction. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S17.
101. Goharkhay N, Lu F, Sbrana E, Gamble P, Betancourt A, Tamayo E, Villarreal K, **Hankins GD**, Longo M, Saade GR. A murine model of fetal programming of atherosclerosis: Morphologic and histologic characterization. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S23.

102. Clark S, Makhlouf M, **Hankins GD**, Anderson GD, Saade G, Longo M. The effect of the postnatal environment on altered fetal programming of adult vascular function. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S29.
103. Longo M, Lu F, Tamayo E, Gamble P, Anderson GD, **Hankins GD**, Saade G. Fetal programming of blood pressure in a transgenic mouse model of altered intrauterine environment. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S34.
104. Lu F, Longo M, Gamble P, Tamayo E, Anderson GD, **Hankins GD**, Saade G. In vitro vascular reactivity in a mouse model of preeclampsia induced by over-expression of sFlt-1. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S37.
105. Ghulmiyyah L, Clark S, Tamayo E, Gamble P, **Hankins GD**, Anderson GD, Saade G, Longo M. Effect of subsequent pregnancy on vascular function in endothelial nitric oxide synthase (NOS3) knockout mice. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S37.
106. Hemauer S, Patrikeeva S, **Hankins GD**, Ahmed M, Nanovskaya T. Human placental transfer of 17-hydroxyprogesterone caproate. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S58.
107. Luke B, Hediger ML, Min L, Nugent C, Newman R, **Hankins GD**, Grainger DA. The effect of weight gain by 20 weeks gestation on twin birthweight and postpartum weight. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S85.
108. Harirah H, Zaman W, Ahmed M, **Hankins GD**. Effect of chorion-decidua on prostaglandin E2 production in human fetal membranes. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S95.
109. Patrikeeva S, Hemauer S, Nanovskaya T, **Hankins GD**, Ahmed M. Transplacental transfer and distribution of rosiglitazone. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S128.
110. Bukowski R, Smith GCS, Malone FD, Ball RH, Nyberg DA, Comstock C, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, et al. Faster growth of male fetuses in first trimester of pregnancy. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S134.
111. Zharikova O, Ravindran S, Nanovskaya T, **Hankins GD**, Ahmed M. The kinetics for glyburide metabolism by human and baboon livers and placentas. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S135.
112. Lu F, Bytautiene E, Tamayo E, Betancourt A, **Hankins GD**, Anderson GD, Longo M, Saade G. Mechanisms of the developmental origin of adult hypertension in an animal model of preeclampsia. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S153.
113. Bytautiene E, Vedernikov Y, Maner W, Longo M, **Hankins GD**, Anderson GD, Saade G. On the fetal origin of asthma: Effect of maternal allergen exposure on the airway responses of the guinea pig offspring later in life. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S175.
114. Bukowski R, Smith GCS, Malone FD, Ball RH, Comstock C, Nyberg DA, **Hankins GD**, Berkowitz RL, Gross SJ, Dugoff L, et al. Early pregnancy growth determines low birth weight. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S194.
115. Clark S, Dildy G, Belfort M, Meyers J, Herbst M, Frye D, **Hankins GD**. Reducing maternal mortality in the 21st century. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S203.
116. Graham G, Malone FD, Pettker CM, Sullivan L, Ball R, Luthy D, Comstock C, **Hankins GD**, Eddleman K, Gross S, et al. Preconception multivitamin or folic acid consumption and pregnancy outcome: A population-based screening study. *Am J Obstet Gynecol* 2006;195(6 Suppl 1):S218.
117. Bukowski R, Malone F, Porter F, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Preconceptional folate prevents preterm delivery. *Am J Obstet Gynecol* 2007;197(6 Suppl):S5.
118. Ruddock N, Shi S, Jain S, Moore G, **Hankins GD**, Romero R, Garfield R. Progesterone (P4), but not 17alpha hydroxyprogesterone caproate (17P), inhibits human myometrial contractions. *Am J Obstet Gynecol* 2007;197(6 Suppl):S11.

119. Ghulmiyyah L, Tamayo E, Makhlof M, Gamble P, **Hankins GD**, Anderson G, Saade G, Longo M. Transgenerational effect of fetal programming on vascular phenotype in an endothelial nitric oxide synthase (NOS3) knockout mouse model. *Am J Obstet Gynecol* 2007;197(6 Suppl):S39.
120. Jain S, Maner W, Mackay L, **Hankins GD**, Garfield R. Trans-abdominal uterine electromyography (EMG) vs. clinical parameters as predictors of preterm delivery. *Am J Obstet Gynecol* 2007;197(6 Suppl):S42.
121. Hebert M, Narahariseti S, Ma X, Krudys K, Umans J, **Hankins GD**, Caritis S, Miodovnik M, Mattison D, Unadkat J, Easterling T, Vicini P. Are we guessing glyburide dosage in the treatment of gestational diabetes (GDM)? The pharmacological evidence for better clinical practice. *Am J Obstet Gynecol* 2007;197(6 Suppl):S53.
122. Goharkhay N, Tamayo E, Lu F, **Hankins GD**, Saade G, Longo M. Adverse uterine environment leads to failure to downregulate endogenous cholesterol synthesis in a mouse model. *Am J Obstet Gynecol* 2007;197(6 Suppl):S74.
123. Hemauer S, Yan R, Patrikeeva S, Mattison D, **Hankins GD**, Ahmed M, Nanovskaya T. Metabolism of 17-hydroxyprogesterone caproate by the dually perfused human placental lobule. *Am J Obstet Gynecol* 2007;197(6 Suppl):S113.
124. Bukowski R, Malone F, Porter F, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Extremes of fetal growth are associated with spontaneous preterm birth. *Am J Obstet Gynecol* 2007;197(6 Suppl):S121.
125. Yan R, Nanovskaya T, Mattison D, **Hankins GD**, Ahmed M. Metabolism of 17-hydroxyprogesterone caproate by human hepatic and placental microsomes. *Am J Obstet Gynecol* 2007;197(6 Suppl):S124.
126. Constantine M, Longo M, Wen T, **Hankins GD**, Saade G. Timing of perioperative antibiotics for cesarean section: A meta-analysis. *Am J Obstet Gynecol* 2007;197(6 Suppl):S236.
127. Zharikova O, Fokina V, Nanovskaya T, Ravindran S, Hill R, Mattison D, **Hankins GD**, Ahmed M. Identification of the major human hepatic and placental enzymes responsible for the metabolism of glyburide. *Am J Obstet Gynecol* 2007;197(6 Suppl):S363.
128. Goharkhay N, Yin H, Tamayo E, Gamble P, Lu F, Betancourt A, Villarreal K, **Hankins GD**, Saade G, Longo M. A novel KISS-1 related peptide as indicator of murine pregnancy and potential prenatal diagnostic marker. *Am J Obstet Gynecol* 2007;197(6 Suppl):S397.
129. Longo M, Lu F, Tamayo E, Gamble P, Sbrana E, Goharkhay N, Anderson G, **Hankins GD**, Saade E. The effect of postnatal age on fetal vascular programming of blood pressure in a nitric oxide synthase knockout mouse model. *Am J Obstet Gynecol* 2007;197(6 Suppl):S402.
130. Earhart A, Nanovskaya T, Patrikeeva S, Bowen R, **Hankins GD**, Ahmed M. Transplacental transfer and distribution of bupropion. *Am J Obstet Gynecol* 2007;197(6 Suppl):S404.
131. Costantine M, Ghulmiyyah L, Tamayo E, Makhlof M, **Hankins GD**, Anderson G, Saade G, Longo M. Transgenerational effect of fetal programming on vascular reactivity in a nitric oxide synthase (NOS3) knockout mouse model. *Am J Obstet Gynecol* 2007;197(6 Suppl):S435.
132. Bytautiene E, Lu F, Orise Ph, **Hankins GD**, Anderson G, Longo M, Saade G. Gender, but not sFlt-1 over-expression during pregnancy determines higher reactivity in the offspring airways later in life. *Am J Obstet Gynecol* 2007;197(6 Suppl):S457.
133. Bytautiene E, Lu F, Tamayo E, Betencourt A, **Hankins GD**, Anderson G, Longo M, Saade G. Maternal long-term cardiovascular function in an animal model of preeclampsia. *Am J Obstet Gynecol* 2007;197(6 Suppl):S458.

134. Corradetti A, Lu F, Sbrana E, Orise P, **Hankins GD**, Tranquilli A, Longo M, Saade G. The effect of sFlt-1 over-expression on the vascular function of mice in their second pregnancy. *Am J Obstet Gynecol* 2007;197(6 Suppl):S462.
135. Abdel-Rahman S, Nanovskaya T, **Hankins GD**, Ahmed M. Effect of the G2677A/T polymorphism in the multidrug resistance 1 gene (MDR1, ABCB1) on P-glycoprotein (P-gp) expression in human placenta. *Am J Obstet Gynecol* 2007;197(6 Suppl):S599.
136. Jain SK, Untalan P, Jain S, Garofalo R, **Hankins GD**. Amniotic fluid can be stored in refrigerator without deterioration of growth factors. *Am J Obstet Gynecol* 2007;197(6 Suppl):S613.
137. Ruddock N, Bytautiene E, Betancourt A, Longo M, **Hankins GD**, Saade. Progestins do not modulate the uterine response to tocolytics or oxytocin. *Am J Obstet Gynecol* 2008;199(6A Suppl):S23.
138. Byers B, Betancourt A, Lu F, **Hankins GD**, Longo M, Saade G, Bytautiene E. Synergistic effect of prepregnancy obesity and sFlt1-induced preeclampsia on fetal programming of adult vascular function. *Am J Obstet Gynecol* 2008;199(6A Suppl):S41.
139. Goharkhay N, Tamayo E, Yin H, Lu F, Gamble P, **Hankins GD**, Longo M, Saade G. Fetal programming of hypercholesterolemia and hypertriglyceridemia is evident in young adulthood. *Am J Obstet Gynecol* 2008;199(6A Suppl):S43.
140. Costantine M, Rea H, Tamayo E, Ghulmiyyah L, Wen T, Perez-Polo JR, **Hankins GD**, Saade G. Susceptibility to hypoxic-ischemic (HI) injury in rat pups born to mothers with preeclampsia induced by sFlt-1 overexpression. *Am J Obstet Gynecol* 2008;199(6A Suppl):S90.
141. Costantine M, Fox K, Byers B, Mateus J, Ghulmiyyah L, Grobman W, Blackwell S, **Hankins GD**, Saade G. Validation of the vaginal birth after cesarean (VBAC) nomogram. *Am J Obstet Gynecol* 2008;199(6A Suppl):S222.
142. Jain SK, Jain S, Richardson J, **Hankins GD**. Growth factors in amniotic fluid remain bioavailable after storage. *Am J Obstet Gynecol* 2008;199(6A Suppl):S234.
143. Goharkhay, N, Lu F, Bytautiene E, Tamayo E, Betancourt A, Gamble P, **Hankins GD**, Longo M, Saade G. Fetal programming of atherosclerosis: Effect on activity and blood pressure in young adult mice. *Am J Obstet Gynecol* 2008;199(6A Suppl):S258.
144. Lu F, Goharkhay N, Bytautiene E, Tamayo E, **Hankins GD**, Longo M, Saade G. In vitro uterine artery reactivity in a pregnant mouse model of preeclampsia induced by over-expression of sFlt-1. *Am J Obstet Gynecol* 2008;199(6A Suppl):S263.
145. Bytautiene E, Tamayo E, Lu F, Gamble P, **Hankins GD**, Longo M, Saade G. Fetal programming of adult blood pressure in a mouse model of pre-pregnancy obesity and Preeclampsia. *Am J Obstet Gynecol* 2008;199(6A Suppl):S265.
146. Hemauer S, Patrikeeva S, Nanovskaya T, **Hankins GD**, Ahmed M. Transport activity of human placental P-glycoprotein. *Am J Obstet Gynecol* 2008;199(6A Suppl):S287.
147. Bukowski R, Malone F, Porter T, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Fetal macrosomia increases risk of stillbirth. *Am J Obstet Gynecol* 2008;199(6A Suppl):S296.
148. Bukowski R, Malone F, Porter T, Nyberg D, Comstock C, **Hankins GD**, Eddleman K, Gross S, Dugoff L, Craigo S, Timor-Tritsch I, Carr S, Wolfe H, D'Alton M. Preconceptional folate reduces perinatal mortality and morbidity. *Am J Obstet Gynecol* 2008;199(6A Suppl):S297.
149. Goharkhay N, Lu F, Bytautiene E, Gamble P, Tamayo E, Yin H, **Hankins GD**, Longo M, Saade G. Vascular reactivity patterns in the carotid artery of offspring in the apoE mouse model of developmental programming of atherosclerosis at 4 months of age. *Am J Obstet Gynecol* 2008;199(6A Suppl):S583.
150. Mateus J, Lu F, Bytautiene E, Tamayo E, Betancourt A, **Hankins GD**, Longo M, Saade G. Effect of continuous infusion of vascular endothelial growth factor on blood pressure in a

- mouse model of preeclampsia induced by SFLT-1 overexpression. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S12.
151. Mateus J, Lu F, Tamayo E, Huaizhi Y, **Hankins GD**, Longo M, Saade G. Effect of continuous delivery of recombinant vascular endothelial growth factor on vascular reactivity in a SFLT-1 induced animal model of preeclampsia. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S113-S14.
 152. Costantine M, Tamayo E, Bytautiene E, Fangxian L, Longo M, **Hankins GD**, Saade G. Can the maternal vascular dysfunction in preeclampsia be prevented? a new role for pravastatin. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S122.
 153. Hemauer S, Patrikeeva S, Nanovskaya T, **Hankins GD**, Ahmed M. Multiple ABC transporters of human placental brush border membranes contribute to the efflux of glyburide, rosiglitazone, and metformin. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S27-S28.
 154. Byers B, Betancourt A, Tamayo E, Longo M, **Hankins GD**, Saade G, Bytautiene E. Could pregnancy be a risk factor for maternal cardiovascular disease? *Am J Obstet Gynecol* 2009; 201(6 Suppl):S90-S91.
 155. Chiossi G, Costantine M, Betancourt A, **Hankins GD**, Longo M, Saade G, Bytautiene E. Effect of BMI on spontaneous uterine contractility and response to tocolytics in vitro. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S94.
 156. Chiossi C, Costantine M, Betancourt A, **Hankins GD**, Longo M, Bytautiene E, Saade G. Effect of fetal weight on spontaneous and oxytocin-induced uterine contractility in vitro. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S95.
 157. Giuseppe C, Costantine M, Betancourt A, **Hankins GD**, Longo M, Saade G, Bytautiene E. Sildenafil citrate potentiates the effect of nifedipine on spontaneous uterine contractility in vitro. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S95.
 158. Zharikova O, Fokina V, Yan R, Nanovskaya T, **Hankins GD**, Ahmed M. Metabolism of 17-hydroxyprogesterone caproate (17-P) by human placental mitochondrial and microsomal enzymes. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S195.
 159. Costantine M, Fox K, Byers B, Mateus J, Pacheco LD, **Hankins GD**, Grobman W, Saade G. Does information available at delivery improve the prediction of the vaginal birth after cesarean (VBAC) models? Validation in an independent patient cohort. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S248.
 160. Mateus J, Fox KA, **Hankins GD**, Saade GR, Jain S. Perinatal outcome in treated vs untreated maternal cardiac arrhythmias. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S296.
 161. Mateus J, Fox KA, **Hankins GD**, Saade GR, Jain S. Effect of previous history of cardiac arrhythmias on the clinical course and pregnancy outcome of women who develop arrhythmias during pregnancy. *Am J Obstet Gynecol* 2009; 201(6 Suppl):S296.
 162. Costantine M, Chiossi G, Tamayo E, Gamble P, Anderson GD, **Hankins GD**, Saade GR, Longo M. Effect of prenatal methyl donor enriched diet on fetal programming of adult blood pressure. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S5.
 163. Mateus J, Yin H, Tamayo E, Betancourt A, **Hankins GD**, Longo M, Saade GR. Regulation of placental and renal hypoxia gene expression by VEGF121 therapy in a mouse model of preeclampsia induced by sFlt-1 overexpression. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S12.
 164. Chiossi G, Costantine M, Tamayo E, Anderson GD, **Hankins GD**, Saade GR, Longo M. Effect of postnatal angiotensin-converting enzyme inhibition on fetal programming of adult vascular function in mice lacking endothelial nitric oxide synthase. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S13.
 165. Bytautiene E, Tamayo E, Kechichian T, Drever N, Gamble P, **Hankins GD**, Saade GR. Prepregnancy obesity and sFlt1-induced preeclampsia: developmental programming model of metabolic syndrome. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S14.

166. Drever N, Bytautiene E, Yin H, Kechichian T, Costantine M, Longo M, **Hankins GD**, Saade GR. Effect of in utero alcohol exposure on the expression of antioxidant enzymes in a mouse model of fetal alcohol syndrome. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S22.
167. Fox K, Longo M, Tamayo E, Kechichian T, Bytautiene E, **Hankins GD**, Saade GR, Costantine M. Pravastatin upregulates eNOS activity in the sFLT-1 mouse model of preeclampsia. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S23.
168. Fox K, Bytautiene E, Tamayo E, **Hankins GD**, Saade GR, Longo M, Goharkhay N. The effect of the early postnatal period on developmental programming of hyperlipidemia. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S28.
169. Chiossi G, Costantine M, Bytautiene E, Betancourt A, **Hankins GD**, Sbrana E, Saade GR, Longo M. Does time affect the myometrial response to prostaglandin E2 and E1? *Am J Obstet Gynecol* 2011; 204(1 Suppl):S28.
170. Drever N, Bytautiene E, Yin H, Kechichian T, Costantine M, Longo M, **Hankins GD**, Saade GR. Effect of in utero alcohol exposure on DNA methylation in promoter regions of antioxidant enzymes in a mouse model of fetal alcohol syndrome. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S33.
171. Wang X, Zhan Y, **Hankins GD**, Ahmed MS, Rytting E, Patrikeeva S, Nanovskaya T, Clark S, Jackson A, Venkataramanan R, Caritis S. Pharmacokinetics of famotidine in pregnant women. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S72-73.
172. Xin Wang, Rytting E, Nanovskaya T, Patrikeeva S, Clark S, Jasek M, **Hankins GD**, Ahmed MS, Venkataramanan R, Caritis S. Pharmacokinetics of indomethacin in pregnant women with preterm labor. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S83.
173. Ying Zhan, Xin Wang, Caritis S, **Hankins GD**, Ahmed MS, Rytting E, Patrikeeva S, Nanovskaya T, Clark S, Jackson A, Venkataramanan R, Hebert M, Thomas Easterling. Pharmacokinetics of bupropion in pregnant women. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S83.
174. Bytautiene E, Kechichian T, Ashimi O, **Hankins GD**, Longo M, Saade GR. Expression of rennin-angiotensin system proteins in offspring born to a mouse model of prepregnancy obesity and sFlt1-induced preeclampsia. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S91.
175. Longo M, Costantine M, Gamble P, Yin H, Drever N, **Hankins GD**, Saade GR. Placental global DNA methylation in a mouse model of fetal programming. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S97-98.
176. Hemauer S, Patrikeeva S, Nanovskaya T, **Hankins GD**, Ahmed MS. Transport of opiates by P-glycoprotein expressed in preparations of human placental inside-out vesicles. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S100.
177. Costantine M, Chiossi G, Saad A, Falquez A, Soulsby-Monroy R, Pacheco L, **Hankins GD**, Saade GR. Does central fetal heart rate monitoring system improve perinatal outcomes? *Am J Obstet Gynecol* 2011; 204(1 Suppl):S258.
178. Nakad R, Costantine M, Kechichian T, Yin H, **Hankins GD**, Saade GR, Longo M. Specific gene expression in the placenta of a mouse model lacking endothelial nitric oxide synthase. *Am J Obstet Gynecol* 2011; 204(1 Suppl):S287-288.
179. Beigi RH, Han K, Venkataramanan R, **Hankins GD**, Clark S, Hebert MF, Easterling T, Zajicek A, Ren Z, Mattison DR, Caritis SN. Obstetric-Fetal Pharmacology Research Units Network. Pharmacokinetics of oseltamivir among pregnant and nonpregnant women. *Am J Obstet Gynecol* 204(6 Suppl 1):S84-8, 2011 Jun.
180. Kalanderian A, Costantine M, Chiossi G, Tamayo E, **Hankins GD**, Saade GR, Longo M. Modulation of the developmental programming of adult vascular function using maternal diet rich in Methyl donors. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S50.
181. Saad AF, Kechichian T, Tamayo E, Wen M, Longo M, **Hankins GD**, Saade GR, Costantine M. Effect of pravastatin on circulating anti-angiogenic factors in a mouse model

- of preeclampsia induced by overexpression of Soluble Fms-like tyrosine kinase-1 (sFlt-1). *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S51.
182. Zacharias N, Nanovskaya T, **Hankins GD**, Ahmed M. Maternal-fetal gestational characteristics and microsomal aromatase activity in human placentas. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S109.
 183. Bukowski R, Chlebowski R, Thune I, Furberg AS, **Hankins GD**, Malone F, D'Alton M. Birth weight, breast cancer and the potential mediating hormonal environment. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S110.
 184. Chiossi G, Reed LC, Costantine MM, **Hankins GD**, Saade GR, Longo M. Effects of dinoprostone and misoprostol on myometrial response to oxytocin. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S140.
 185. Basraon S, Makhoul M, Longo M, Kechichian T, Williams F, **Hankins GD**, Saade G, Costantine M. Effect of statins on the inflammatory response associated with preterm birth. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S236.
 186. Carver A, Cochran M, Olson G, Munn M, **Hankins GD**. The effect of natural disasters on maternal morbidity. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S245.
 187. Patrikeeva S, Zhan Y, Nanovskaya T, **Hankins GD**, Ahmed MS. Transplacental transfer of oseltamivir carboxylate. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S272.
 188. Patrikeeva S, Zhan Y, Fokina V, Nanovskaya T, **Hankins GD**, Ahmed MS. Transplacental transfer of Vancomycin and Telavancin. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S272-S273.
 189. Kalandarian A, Chiossi G, Costantine M, Orise P, **Hankins GD**, Saade GR, Longo M. Effect of postnatal angiotensin-converting enzyme inhibition on fetal vascular programming in a transgenic mouse model lacking endothelial nitric oxide synthase. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S328.
 190. Mateus J, Hurst G, Tamayo E, **Hankins GD**, Longo M, Saade G. Prenatal vascular endothelial growth factor therapy prevents hypertension in the adult offspring in a murine model of preeclampsia induced by overexpression of sFlt-1. *Am J Obstet Gynecol* 2012, 206, (1 Suppl) S341.
 191. McDonnold M, Dunn H, Hester A, Pacheco L, **Hankins GD**, Saade G, Costantine M. High risk human papillomavirus at Entry to Prenatal Care and risk of Preeclampsia. *Am J Obstet Gynecol* 2013, 208, (1 Suppl) S38.
 192. Chiossi G, Costantine M, Yin H, Tamayo E, **Hankins GD**, Saade G, Longo M. The role of candidate oxidative stress genes in the developmental programming of adult disease. *Am J Obstet Gynecol* 2013, 208, (1 Suppl) S95.
 193. Chiossi G, Costantine M, Kechichian T, Orise P, **Hankins GD**, Saade G, Longo M. The role of oxidative stress in developmental programming of adult vascular phenotype. *Am J Obstet Gynecol* 2013, 208, (1 Suppl) S95.
 194. Nanovskaya T, Patrikeeva S, Costantine M, **Hankins GD**, Ahmed M. Transplacental transfer of pravastatin. *Am J Obstet Gynecol* 2013, 208, (1 Suppl) S106.
 195. McDonnold M, Tamayo E, Huaizhi Y, Kechichian T, Longo M, **Hankins GD**, Saade G, Costantine M. The role of LOX-1 receptor in sex-specific altered fetal programming of cardiovascular in function in a preeclampsia-like murine model. *Am J Obstet Gynecol* 2014, 210, (1 Suppl) S50.
 196. Nanovskaya T, Patrikeeva S, Paul J, Costantine M, **Hankins GD**, Ahmed M. Role of the placental transporters in the efflux of pravastatin. *Am J Obstet Gynecol* 2014, 210, (1 Suppl) S92.
 197. Saad A, Kechichian T, McDonnold M, Tamayo E, **Hankins GD**, Saade G, Costantine M. Mechanisms of fetal programming of adverse metabolic profile and its prevention by pravastatin in a preeclampsia-like murine model. *Am J Obstet Gynecol* 2014, 210, (1 Suppl) S157.

198. Zhang X, Wang X, Vernikovskaya, Nanovskaya T, Clark S, **Hankins GD**, Ahmed M. Determination of metformin, glyburide and its metabolites in plasma and urine of pregnant patients by LC-MS/MS. Am J Obstet Gynecol 2014, 210, (1 Suppl) S178.
199. Saad A, Diken Z, Saoud F, Hedge S, Kuhlmann MJ, Wen T, **Hankins GD**, Saade G, Costantine M. Early versus late feeding after cesarean delivery: a randomized controlled trial. Am J Obstet Gynecol 2015, 212, (1 Suppl) S286.

Audio and Video Publications

- Challenges and Changes in Obstetric and Gynecologic Practice
Volume III: Critical Care in Obstetrics and Gynecology
ACOG - 1989
- Central Hemodynamic Assessment
ACOG Update - 1990
- Management of Critically Ill Obstetric Patients
Communicore - 1990
- Early Repair of Episiotomy Dehiscence
ACOG Audio Visuals - 1992
- Critical Care
ACOG 43rd Annual Clinical Meeting
May 1995
- Thromboembolic Disease in Pregnancy
ACOG Update - 1996
- Thyroid Disease in Women
ACOG Update – 1997
- Avoiding Maternal Death in Your Practice: 10 Clinical Pearls
ACOG Update Volume 38 – 2012

Guest Editor

1. Investigation of Fetal Origins of Adult Health in Twin Cohorts. Paediatric and Perinatal Epidemiology January 2005;19:Supplement 1. Morley R, Willinger M, **Hankins GD**: guest editors.
2. Salafia CM, Maas E. The Twin Placenta: Framework for its study in FOAD initiatives. Morley R, Willinger M, **Hankins GD**: guest editors.

Submitted in Press:

Date: February 2016
Employee #: 057005

Curriculum Vitae

NAME: Marlo B. Cochran, RNC, WHNP-BC, DNP

PRESENT POSITION AND ADDRESS:

Advanced Practice Nurse and Administrative Director
Regional Maternal and Child Health Program
Department of Obstetrics and Gynecology
The University of Texas Medical Branch
301 University Boulevard
Galveston, TX 77555-0587
Phone: (409) 747-6648
Cell: (281) 615-5144
Pager: (409) 643-1280
Email: mbcochra@utmb.edu

BIOGRAPHICAL:

Date of Birth: [REDACTED]
Place of Birth: Lucedale, Mississippi
Citizenship: United States
Home Address: 2116 Balsam Lake Lane
League City, TX 77573

EDUCATION:

2010	Clinical Safety and Effectiveness Certification
05/2009	Doctor of Nursing Practice – Texas Tech University Executive Leadership- 05/2011
08/2006	Master of Science in Nursing- University of Texas Medical Branch Women's Health Care Nurse Practitioner Track Dean's List honoree
08/2006	Obstetrics and Gynecology Ultrasound Skills Course
01/1999	Certification in Inpatient Obstetric Nursing
12/1995	Certification in Electronic Fetal Monitoring

LICENSURE INFORMATION:

Texas Board of Nurse Examiners – Registered Nurse, WHNP-BC - exp 05/31/2017

OTHER CERTIFICATIONS:

Basic Cardiac Life Support Certification – exp 06/2017

National Certification Center – Inpatient Obstetrics – exp 03/31/2017

Women’s Health Nurse Practitioner – exp 09/30/2018

PROFESSIONAL WORK HISTORY:

03/15- Present	The University of Texas Medical Branch, Galveston, TX Department of Ob/Gyn- Regional Maternal Child Health Program Administrative Director
02/2012- 03/2015	The University of Texas Medical Branch, Galveston, TX Department of Ob/Gyn- Regional Maternal Child Health Program Regional Director
05/2006 – 02/2012	The University of Texas Medical Branch, Galveston, TX Department of Ob/Gyn – Maternal Fetal Medicine Lead high risk consultant for 31 Maternal Regional Health Clinics, Part time commitment to OPRU research NIH funded grant, involved in planning and implementation of OB/GYN service line, assist in planning and development of regional clinics and labor and delivery unit
08/2003- 05/2006	The University of Texas Medical Branch, Galveston, TX Labor and Delivery Nurse Clinician III
8/2003- 11/1998	The University of South Alabama, Mobile, AL Labor and Delivery-Charge Nurse/Nurse Clinician .
01/1997- 08/2003	George County Hospital, Lucedale, MS Labor and Delivery – Nurse Manager Nursing care and management of antepartum, intrapartum, and postpartum patients, circulator and first assistant on operating room cases including cesarean sections, bilateral tubal ligations, and hysterectomies. Nursing care and

management of the newborn including stabilization of infants for transfer to tertiary care center. Planned, initiated protocols, and standards, for new labor, delivery, and post-partum unit. Department supervisor responsible for labor and delivery, nursery, and post-partum. Trained staff in all aspects of care of antepartum and postpartum care.

05/1994- The University of Texas Medical Branch, Galveston, TX
01/1997 Labor and Delivery
 Nurse Clinician II
 .

RESEARCH ACTIVITIES:

Participant in the following IRB Research Studies:

IRB 04-317 Effects of Pregnancy on the Pharmacokinetics and Pharmacodynamics of Glyburide
IRB 05-242 Pharmacokinetics of Understudied Drugs used During Pregnancy
IRB 07-233 A Double-Blind, Multicenter, Randomized, Placebo-Controlled Trial of efficacy of Diclectin for Nausea and Vomiting of Pregnancy

PUBLICATIONS:

Cochran, M., Snyder, R., Thomas, B., Freeman, D., Hankins, G. (in press). Implementation of Health Information Technology to maximize efficiency of resource utilization in a geographically dispersed prenatal care delivery system. American Journal of Perinatology.

ABSTRACT:

Pharmacokinetics of Metronidazole in pregnant patients with bacterial vaginosis

Pharmacokinetics of Indomethacin in Pregnant Women with Preterm Labor

MEMBERSHIPS IN SCIENTIFIC SOCIETIES:

Galveston Coalition of Advanced Practice Nurses
Association of Women's Health, Obstetrics, and Neonatal Nursing
Texas Nurse Practitioner Association
American Organization of Nurse Executives

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent:

The University of Texas Medical Branch Regional Maternal and Child Health Program

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$6,973,283.00
------------------------------	----------------

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	14,107
--	--------

FORM I: WORK PLAN

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

1. Reference the instructions on Form I - Work Plan Guidelines.
 2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.
-

Program Administration and Management Services provided

The Regional Maternal and Child Health Program (RMCHP) proposes to continue to provide the following services in accordance with applicable state and federal laws. Services for women include family planning services, family planning related preventative health services, immunizations, general preventative health screenings and services, prenatal care, Breast and Cervical Cancer Screening (BCCS), dysplasia services, diagnosis and treatment of family planning and general health problems, prescriptive drug services, and diagnostic ancillary services. We will provide eligibility screening for HTW, Family Planning Grant, Medicaid, Chip, Chip-P, and BCCS. The University of Texas Medical Branch, and the RMCHP has a long history of commitment to providing family planning services for Texas residents.

Priority Population Served

The RMCHP targets two HHSC Regions, including Health Services Region (HSR) 6/5S and Public Health Region (PHR) 11. The RMCHP operates 12 medical clinics in the HSR 6/5S region and 1 medical clinic in the HSR 11 region. There are approximately 2.4 million uninsured individuals in these two regions combined. Through in-reach and out-reach activities, the RMCHP seeks to identify and provide care for those women who are uninsured or underinsured in these target population areas.

In Fiscal Year 2015 we provided 181,463 combined visits for family planning services, obstetrical care, women and children primary health care services including dysplasia services. UTMB Regional Maternal and Child Health program provides care at our sites located in Angleton, Beaumont, Conroe, Dickinson, Galveston, Katy, McAllen, New Caney, Orange, Pasadena, Pearland, Sugar Land and Texas City. We have expanded clinic hours in all except two of our sites to increase the capacity without additional capital expenditures or rent.

We target health care services to patients from the counties included in Form B in this application. It is important to point out that except Trinity and Hardin Counties all other counties have population or facility HPSA designation. Our clientele include primarily a low income population of women and children with limited access to care because of lack of insurance and in many of the less populated communities because of a lack of health care facilities. There may be more health care resources in the more populated communities; however limited English proficiency, lack of sophistication in accessing resources and limited literacy are barriers to access even when private facilities exist.

Currently, we have expanded our care not only during pregnancy, but through the women's life continuum. Some of our clinic's also provide pediatric care. For many

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

of our patients, we provide their sole source of health care. Many of the patients seen within the RMCHP have the potential for some type of barrier to access issue by virtue of their socio-economic, physical, or immigration status. Considerable resources have been brought to the program to address these issues. Using the “one-stop shopping” model, the RMCHP clinics are co-located with other health and human services to help alleviate transportation difficulties. The clinics are located on local bus routes, when available, and in neighborhoods where our patients live. If patients need help with transportation for delivery or high risk appointments, our staff works to find assistance with bus fares, Medicaid transportation, taxicabs or when appropriate, ambulance transport. Each clinic is ADA accessible for those with mobility challenges, and most clinics offer extended hours for those who want services after work. We employ English/Spanish bilingual professional and support staff in every clinic so that patients can speak their primary language throughout the visit and be cared for by those who are culturally competent. We also have provisions for the disabled clients. Walk-in and telephone patients are triaged by professional staff, and when appropriate, are seen immediately.

Workforce

The RMCHP organizational structure is more than adequate for the size and scope of the HTW program. Each clinic provides services requested by the community in which they are located. Each of the 13 clinical sites are managed by a Clinic Director who is responsible for oversight of the clinic. Additionally, each location has a Clinic Manager (who reports to the Clinic Director) that is responsible for the business functions and clinic facility as a whole. All of the Clinic Directors are Advanced Practice Nurses or Physician Assistants, who report to one of two Regional Directors. The Regional Directors are responsible for supporting the clinic operations and the clinical support systems in place for RMCHP. Both of the Regional Directors are Advanced Practice Nurses, providing direct patient care as 50% of their duties. The Regional Directors report to the Administrative Director. She oversees and communicates policy decisions and liaisons with the rest of the University and our partners. Additionally, the Administrative Director, an Advanced Practice Nurse, maintains a clinical practice within the RMCHP. The Administrative Director reports to both the Vice President of Ambulatory Services and the Chairman of the OB/GYN Department. The Chairman then reports to the Provost, Dean of Medicine, who reports to the President of the University, who reports to the UT Systems Board of Regents.

The RMCHP currently employs 377 Texans who will work together to provide HTW services. In addition to our employees, the following infrastructure is well established to guide the delivery of client services.

- RMCHP policies and procedures
- Orientation plan for all employees
- Staff Development Plan

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

- Quality Assurance plan and activities
- RMCHP Nursing Guidelines
- Participation in Press Ganey to assess patient satisfaction
- RMCHP Practice Guidelines
- Class D Pharmacy and associated policies and procedures
- CLIA certified laboratory with associated policies and procedures
- Environment of Care guidelines
- Electronic Medical Record (EPIC)
- Central Scheduling
- Computerized patient reminder systems
- Computerized auditing and data collection system

Additionally RMCHP, as part of UTMB, has access to the infrastructure of a large university health system.

- Human Resource Activities
- Access Center for after-hours appointment scheduling and RN triage
- Payroll
- Language Assistance
- Institutional Policies and Procedures
- Facilities Management
- Medical Records management
- Risk Management
- Quality of Care committee
- Accounting
- Access to national benchmarking organizations such as University HealthCare Consortium
- Legal
- Purchasing
- Information Systems
- HUB vendors
- Nursing Peer Review
- Organizational Training and Development
- Office of Marketing and Communications
- Office of Diversity and Inclusion
- Employee Assistance Program
- Specialized clinical services.

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Institutional Review Board Approval

The University of Texas Medical Branch (UTMB) has an institutional policy requiring all human subject research to be approved by the UTMB Institutional Review Board (IRB). All study information comes from UTMB's medical records, provider referrals, or samples/questionnaires collected in our clinics after informed consent has been obtained. HHSC/DSHS data is not accessed. Client referrals for research studies are based on client medical criteria, not on source of funding. There are currently no research studies planned that will involve clients who receive services from HHSC funded programs.

Organizational Chart

See attached Organization Chart.

Job Descriptions

See attached Job Descriptions

HTW Program Budget

UTMB has a vision of providing excellent patient centered care in a cost effective platform to the people of Texas. The RMCHP is fortunate to be able to take advantage of such a robust infrastructure that assists with in-depth analysis of operational costs, direct costs of care, and patient care statistics. The UTMB financial department provides each clinic with the resources to review expenses and budget variances monthly, and provides financial analysts to help drill down to specific causes of discrepancies. Additionally, financial analysts are available to work with each individual clinic and RMCHP as a whole to improve operational costs. In addition to financial information, monthly reports are generated through the financial and operations departments at UTMB providing clinic and provider specific utilization reports. These reports provide information regarding overall appointment utilization, no-show rates, types of visits most utilized, length of visits, and provider productivity. These reports are used to monitor and adjust services to maximize timely, efficient, and cost-effective care to our patient population. UTMB participates in the University HealthCare Consortium (UHC) whereby university health systems are able to benchmark their client utilization, operational costs, and staffing data against similar systems across the nation. This provides further insight into areas where improvements in efficiency and timeliness of care can be obtained.

The RMCHP has a long history of working with the Texas Women's Health Plan, the Family Planning Grant as well as the Expanded Primary Health Care Grant. The patient population is well known to us, and many of our patients have been seeking services with us for multiple years. RMCHP has worked closely with our financial administration team to determine both the direct and indirect costs of providing care to our patients. In determining the costs of services, we have allocated expenses for the costs of community outreach, screening for grant programs, providing professional education, costs of diagnosis and treatment (including laboratory and radiological diagnostics), cost of medication, cost of follow up care, and case management as necessary.

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

The RMCP will follow all HHSC guidelines regarding the implementation of and administration of HTW program funds. Our goal for this fiscal year is to maintain our provision of services at a rate of \$494.31 per patient. In order to meet this goal, we will monitor individual clinic budgets and total RMCHP program budgets on a monthly basis. The goal of budget monitoring will be to identify any unfavorable cost variances and immediately seek to correct the problem to prevent a rising cost of care. Each Clinic Director and Clinic Manager reviews the budget on a monthly basis and evaluates any variances. When unfavorable variances are discovered, an action plan is created to investigate and correct the problem. The UTMB infrastructure provides a mechanism for clinics and the RMCHP program as a whole, to partner with financial analysts and quality improvement specialists in the identification and correction of any problems that may contribute to an increased cost of care.

RMCHP will seek to provide care to more than 14,000 HTW program participants this year. Family planning appointments will be available every day the clinic is open and adolescent family planning patients are guaranteed an appointment within two weeks. Extended hours are available at 11 of the 13 clinics. RMCHP will maximize appointment availability through evaluation of operational statistics that are provided on a monthly basis. These include provider productivity, no-show rates, the type of patients appointments most utilized, and length of visits. These statistics allow individual clinics to adjust clinic visit templates to improve utilization of provider work time, while providing for timely and patient-centered care.

Quality Assurance/Quality Improvement

The Regional Maternal and Child Health Program has a well-established and comprehensive quality management (QM) program. The program has been successful in its role at making improvements in the delivery of health care throughout the community based program. Improved organizational performance has occurred as a result of monthly self-QM audits by clinic site, Press Ganey patient satisfaction surveys, annual updates of practice guidelines, and QM quarterly meetings. The progressive assessment, analysis, monitoring, and evaluation cycle of the RMCHP QM programs assure compliance with TJC and HHSC requirements.

The QM Committee consists of health care professionals from the UTMB Department of OB/GYN, including the medical directors, as well as risk management and UTMB's quality Department. This committee is ultimately responsible for assuring that the identified processes are implemented and updated as needed.

2016 Quality Management Members

Marlo Cochran, RNC, WHNP, DNP – RMCHP Administrative Director, QM Director
Gary Hankins, MD – Chairman, Department of OB-GYN, Family Planning Medical Director
Ann O'Connell, MS, MSN RN – UTMB VP Ambulatory Operations
Russell Snyder, MD – Vice-Chairman and GYN Division Chief
George Saade, MD – RMCHP Maternity Medical Director and MFM Division Chief
Joan Richardson, MD – Chairperson, Department of Pediatrics, Pediatric Medical Director
Mary Munn, MD – Ob/Gyn Quality Assurance

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Dawn Short, MBA, MSN, CNM – Clinical Regional Director
Maria Patawaran, RNC, WHNP, DNP – Clinical Regional Director
Katherine Golden Beck, RN, MS – Director, QM Coordinator
Michelle Millard, RNC, MSN – Ambulatory Clinical Educator
Elizabeth Castillo, RRA – Director, Clinical Support Services
Melody R. Dowler, CPC – Coding Department Director, UTMB Revenue Cycle Operations
Alicia Stuart, RN – UTMB Risk Management
Kim Johnson – RMCHP Trainer
Sharon Metyko, MBA, RPh – RMCHP Class D Pharmacist
Merry Jo Hopkins, MPH, RD, LD – RMCHP WIC Director

This interdisciplinary team is responsible for reviewing findings from ongoing performance measurement audits as well as overseeing the completion of action plans and monitoring improvement. The committee provides quarterly reports and recommendations to the UTMB Quality Care Committee through the Administrative Director and her role on that committee. The committee has the responsibility for annual staff development activities to assure that those performing quality audits have the appropriate skills and knowledge.

The Medical Directors are actively involved in the QM committee. They review QM data at each meeting and make recommendations as appropriate. The Medical Directors are integral to the evaluation and follow-up for all adverse outcomes.

Standardized quality monitoring tools are used monthly at each site by the clinic director, manager, and staff to conduct audits that are reflective of UTMB, HHSC and The Joint Commission standards for administration, staff development, medical record management, and health care delivery, as well as environment of care, patient and employee safety. Staff also review eligibility and billing processes. Specific health care delivery indicators are evaluated. Findings are entered into a database and analyzed for trends. If the indicator falls below 90%, an action plan is written by clinic staff, and regional directors are responsible to make sure the plans are complete and carried out.

A comprehensive internal audit is conducted at least 2x/year in each clinic. Outcome data is then generated, analyzed and reported. These internal audits help validate the scores of the monthly clinic audits and assure that the standards are met. The team is able to provide immediate feedback and address questions or concerns with the staff at that time. The findings are used to recommend changes to quality management activities as well as enhance the overall effectiveness of services.

Direct observation of staff performance is conducted on an annual basis by the employee's immediate supervisor. Performance improvement is documented on Competency Based Objectives (CBO) forms specific to job titles. Performance appraisal begins with findings from the CBO and results in agreed upon action plans by the employee and supervisor.

Spanish and English patient satisfaction surveys are conducted daily through Press Ganey. The patients are given the opportunity to rate access, staff performance, and effectiveness of care. They also are encouraged to comment with any compliment or concern. UTMB has set the RMCHP patient satisfaction goal at 85.7%. On a weekly

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

basis, all Press Ganey scores and comments are reviewed by UTMB and RMCHP leadership. Both positive and negative comments are discussed with the named individuals so that improvements can occur if warranted.

The identification of potential and actual adverse events or near misses is the responsibility of all staff. All adverse events are entered into the Patient Safety Net, a database managed by the University Healthcare Consortium. All PSNs require an action plan which is documented by the clinic director and reviewed by the regional director. Depending on seriousness of the harm score, PSNs may be routed automatically to the COO and other UTMB leadership. This database includes medication errors, drug reactions, mislabeling of lab specimens, patient falls, unsafe practices observed, etc. All employees are encouraged to report and to “speak up” if a problem exists. RMCHP leadership is notified of each event and required to respond. The results are reviewed at the quarterly QM meeting and trends identified. The Office of Risk Management is notified about any potential sentinel event involving UTMB. If that occurs, the UTMB Quality of Care Committee determines the type of analysis to be done and assigns the team to investigate the processes involved, develop an action plan, institute needed changes, and monitor activities to reduce risk.

Evidence-Based Practice Guidelines (protocols) and Standing Delegation Orders are utilized by the RMCHP to facilitate and standardize patient care. They are reviewed and revised annually by the RMCHP health care providers and medical directors. All providers are asked for input with the supporting ACOG and AAP standards for requested changes. Utilizing these suggestions, a representative group of providers meet to update the guidelines with the medical director. The RMCHP administrative staff revises the guidelines and presents them to the medical directors for final approval and signature. Standing Delegation Orders are developed by nurses in conjunction with the medical staff. For each of the documents, the medical directors, nurses, and providers sign off indicating their willingness to use these guidelines. When circumstances need a different approach, consultation with medical faculty will occur.

Other quality initiatives include inspections by UTMB Environment of Care Committee, Security, and Healthcare Epidemiology personnel.

Professional Development

UTMB and the RMCHP strive to provide excellent care in a professional, diverse, and culturally sensitive way. UTMB does not discriminate on the basis of race, color, national origin, sex, age, religion, sexual orientation, disability, or status as a veteran, or in any of its policies, practices, and procedures. All UTMB employees are expected to adhere to and are evaluated on their practice of the core values of Compassion, Integrity, Respect, Diversity, and Lifelong Learning. All facilities where RMCHP provides care are located where our clients live and meet Texas Department of Licensing and Regulation standards for accessibility, DSHS Standards, ADA standards, and The Joint Commission standards. This includes providing care to patients in their native language. Bilingual (Spanish/English) staff are employed in all the clinic locations and the RMCHP has access to both telephone and televideo interpreters for multiple languages, including sign language.

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

UTMB and the RMCHP require annual training on certain topics for all employees. The trainings serve as not only a refresher on institutional core values, but also to provide employees with tools to best be able to perform their duties. All employees are responsible for keeping a staff development record of all training received, both within and outside the institution. Current UTMB required in-service training include:

- Telephone professionalism training (annually)
- Standards of conduct, Working with Integrity (annually)
- Cultural Competency Training (upon hire)
- Signing of UTMB Professionalism Agreement (upon hire and annually)

In addition to UTMB required training, RMCHP requires annual training in the following areas:

- Human Trafficking
- Ending and Reporting Abuse
- HIV Update
- Identification and Reporting of Abuse, Neglect, and Exploitation
- Ending Sexual Coercion

RMCHP's goal in the upcoming year is for all employees to receive training based on the *Contraceptive CHOICE Project's LARC First Practice*. This training will involve all clinic employees and will focus on the benefits of providing comprehensive contraceptive counseling to all clients seeking family planning services including the benefits of LARCs. Those individuals providing contraceptive counseling services will learn to use the GATHER method of counseling (Greet, Ask, Tell, Help, Explain, Return) to form a partnership between the counselor and client. Support staff will be trained how to answer role appropriate questions about contraception methods and when to refer client questions to clinicians.

HHSC required training will be attended by a combination of the RMCHP Administrative Director, Regional Directors, and the Training Manager and Coordinator depending on the topic and focus of training.

Recruitment

Area women will be recruited for participation in HTW through several mechanisms. First, RMCHP will educate and screen all eligible women for HTW services at each applicable clinic visit. We will provide In-Reach activities to increase the number of women utilizing HTW services. RMCHP will educate women on the automatic transition of Medicaid for pregnancy to HTW during the client's pregnancy and educate her about available services. We will provide client notification via telephone or mail to notify patients about the need to return for annual health screenings. HTW informational posters will be placed in the clinic and information on application to the program will be readily available. RMCHP will educate clients and their families regarding the range of services provided through HTW during financial screening and healthcare visits. We will take the opportunity to encourage patients to have eligible family members and friends apply for services. RMCHP will also utilize the reach of our WIC clinics by holding an informative session regarding HTW and LARCs for RMCHP WIC employees so they can be comfortable referring their clients for HTW services.

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

The RMCHP will continue to provide outreach activities as well. The RMCHP community participation/education and outreach plan strives to increase community awareness about available RMCHP services and to provide reproductive health education through outreach activities. RMCHP services promoted include prenatal, child health, family planning, breast and cervical cancer screening, and some primary health care services. A Regional Director oversees and supports community outreach and education at a program level. Each Clinic Director is responsible for community outreach and education at the local level. A detailed calendar of planned community education and promotion is summarized in Form M-1. A summation of our Community participation/Education Outreach strategies for FY 2017 include:

- Education of all clinic staff regarding the HTW program, clinic services, contraceptive options, and benefits of LARCs so that employees can serve as community ambassadors
- Promote the importance of family planning and other program services through media, networking, speaker's bureaus, and health fairs
- Increase community awareness of family planning and other program services by providing hard to reach populations with bilingual literature
- Distribute family planning and other program service clinic brochures
- Enhance and update the RMCHP website, as needed, with family planning and other program information and services which links to Health and Human Services Commission web site relating to family planning information and national events
- Increase participation in community outreach and education through participating in monthly community health fairs at university, program, and local levels
- Participate and promote, with local schools, activities to increase local teen awareness of available services and provide information and education about family planning
- Collaborate with local school nurses to educate about available reproductive health services for adolescents
- Collaborate with local college health services to promote healthy reproductive behaviors
- Strengthen partnerships with local women's shelters and other local social service agencies to provide education and services
- Utilize the Community Health Workers to maximize the impact of all the above outreach strategies to increase community partnership and opportunities to reach additional patients
- Employ the expertise and reach of UTMB Office of Marketing & Communication to design and maximize the impact of all advertising and collateral material
- Focus on continuous customer service improvements and utilize our own patients who have had positive experience in our clinics to refer their friends by giving them flyers to share with a friend.

The RMCHP employs two Community Health Workers with the main duty of outreach in the communities served by their assigned clinics. They have a focus to increase awareness of RMCHP clinics and services to increase patient visits. Additionally,

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

they will be able to locate additional outreach opportunities to aid in recruitment for clinic services. RMCHP performs a monthly analysis of all outreach events (from the Community Health Workers as well as individual outreach activities).

Some planned activities for 2017 include:

- Attending parent resource and health fairs in local schools and universities, as well as those sponsored by other community organizations including health districts and churches
- Creating partnerships and resource collaboration with independent school districts, school nurses, junior colleges, and supporting and attending events and educational opportunities
- Advertising in local media focused on increasing awareness of program services
- Use of social media (Facebook and website) to promote community outreach events and program services
- Active canvassing in local communities talking with potential patients in their communities, sharing flyers and brochures in places like apartment complexes, beauty salons, laundromats, etc.

Long-Acting Reversible Contraception (LARC) Usage

The RMCHP recognizes the value of LARC for women of childbearing age who wish to delay or prevent pregnancy. Currently Mirena™, Skyla™, and Paragard™ intrauterine devices as well as the Nexplanon™ subdermal contraceptive implant are readily available at each clinic location. The addition of future LARC devices or brands will be evaluated for addition into the RMCHP formulary as they become available on the market. Each practice location has at least one clinician who is credentialed for LARC insertion and can initiate same day insertion when clinically appropriate.

Multiple coordinated efforts will be made to increase the rate of LARC usage for all appropriate RMCHP clients. Our goal is to increase LARC usage by 5% over our current baseline 1,871 LARCs placed in 2015. This 5% increase is a modest goal due to the reorganization of the various HHSC programs and eligibility criteria. The following objectives will be used to guide our practice. Details of the activities are outlined in the work plan tables.

First, we will ensure that RMCHP practice guidelines reflect the most recent recommendations for medical eligibility criteria for contraceptive initiation, use, and continuation. This will ensure that all women eligible for LARCs have an opportunity to initiate and or continue LARC use based on evidenced based practice. RMCHP will review and update their practice guidelines as necessary to reflect the current United States Medical Eligibility for Contraceptive Use (US MEC) and the United States Selected Practice Recommendations for Contraceptive Use (US PRC) no later than July 1, 2016. RMCHP will develop a charting tool to aid providers in ruling out pregnancy based on the US PRC guidelines thus ensuring appropriate timing of LARC placement. The Regional Director will ensure practice guidelines are updated and distributed to providers prior to July 1, 2016. Adherence to these guidelines will be monitored through routine quality assurance (QA) monitoring on a monthly basis. Clinic directors will be responsible for

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

monitoring QA results and notifying Regional Directors when criteria are not consistently followed.

All clinic staff will be educated on contraceptives and contraceptive counseling, using the *Contraceptive CHOICE Project's LARC First Practice* training materials provided at www.larcfirst.com. This methodology stresses the importance of educating all family planning clients about contraceptive choices, educating clients about the most effective contraceptive options first (LARCs), and working with each client to choose a method of contraception right for her situation. This method of contraceptive counseling was chosen due to the results of the Contraceptive CHOICE Project. This prospective cohort study had a 67% LARC uptake by using this counseling methodology, combined with providing access for LARC insertion, and no cost contraception. We feel we can recreate this model of contraceptive counseling with the help of funds provided through HTW. Currently a pilot project to train staff with the *LARC First* training materials is underway in our Galveston clinic. This pilot project has an expected completion date of July 1, 2016. Our plan is to then train one team of LARC champions from each clinic using this methodology—with a completion date of August 31, 2016. The rest of the women's health staff will complete training no later than December 15, 2016. To measure the effectiveness of this program wide project, a pre- and post-test questionnaire regarding LARC knowledge will be given to clinic staff. Staff with poor post-test scores will receive additional LARC training in areas of deficiency. Monthly QA will allow us to monitor documentation that comprehensive contraceptive counseling was completed for all patients seeking family planning services. Currently, a Regional Director (Dawn Short, CNM) is heading the pilot project and will be responsible for planning and implementing the continued staff training. Clinic Directors will continue to monitor monthly QA and address deficiencies in comprehensive counseling along with the Regional Directors.

The RMCHP will train and credential providers for LARC insertion and removal at each practice location. Our goal is to have at least one experienced provider available at each practice location that is able to provide LARC services. Prior to being credentialed for Nexplanon insertion/removal, providers will complete the Merck training for Nexplanon insertion/removals and be observed by an experienced provider to ensure appropriate patient selection and technique. Providers will be credentialed for Paragard, Skyla, and Mirena insertion after training with a provider possessing at least one year of experience with IUD insertion/removals. Providers new to RMCHP with previous LARC insertion/removal experience will provide documentation of training when applicable. The providers will place at least five IUDs under the observation of a clinician with at least one year of experience with IUD insertion/removal. Those providers with previous Nexplanon experience will demonstrate Nexplanon insertion and removal techniques under the supervision of Nexplanon experienced provider until competency can be demonstrated. Additionally, the RMCHP will seek to hire clinicians supportive of and experienced with LARCs and will ask provider and nurse candidates about their views and experiences during the interview process. A twice-annual evaluation will be performed to evaluate the percentage of providers that report being knowledgeable about and comfortable with LARC insertion/removal and to identify providers who desire additional training or experience in LARC insertion/removal. A Regional Director will conduct the twice-annual

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

survey and work with the Clinic Directors to coordinate training for providers. The first evaluation will occur in July 2016 and the second evaluation will occur in January 2017.

Currently, the RMCHP is working with UTMB nursing services to coordinate the provision of postpartum LARC insertion for interested clients. As part of this program, all women will receive contraceptive counseling in the third trimester and can receive postpartum IUDs and Nexplanons based on medical eligibility. The RMCHP Administrative Director and Regional Director will partner with the RMCHP Medical Director to develop a training and credentialing program for clinicians to provide immediate postpartum LARC insertion. RMCHP will monitor this program by recording the number of LARC insertions placed in the immediate postpartum period and the number of IUD expulsions in the immediate postpartum period. Clinic Directors and Regional Directors will monitor the documentation of LARC First Practice contraceptive counseling in the third trimester through routine monthly QA.

Each clinic will emphasize, to both patients and staff, the benefits of LARC use through the display of posters. These posters will describe the benefits and/or efficacy of LARCs compared to other contraceptive options and be visible for both staff and clients. The Clinic Director will ensure that these posters are placed no later than July 1, 2016 and are in English and Spanish.

FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Maintain our provision of services average rate of \$494.31 per patient				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Maintain the current average provision of services rate for HTW clients through evaluation and response to departmental budget variances	<p>Monitor the RMCHP clinic operational budget monthly to detect and quickly correct any negative budget variances that would impact our ability to provide cost effective care</p> <p>Monitor the overall RMCHP operational budget monthly to detect and quickly correct any negative budget variances that would impact our ability to provide cost effective care</p> <p>Provide variance explanations and action plans for negative variances</p>	<p>Monthly budget reconciliation reports</p> <p>Monthly budget variance reports</p>	<p>Clinic Directors and Clinic Managers provide clinic specific evaluation and action plans for budget variances</p> <p>The Administrative Director provides RMCHP program wide analysis</p>	<p>Variance evaluations and action plans are due monthly as per UTMB policy</p> <p>Provision of services average rate will be evaluated on an ongoing basis</p>

<p>2. Maintain the HTW program budget through maximization of patient appointment availability.</p> <p>(Maximization of appointment availability ensures that clinics are not overstaffed, thus maintaining cost effective care)</p>	<p>The Clinic Director and Clinic Manager will monitor no-show rates on a monthly basis and adjust provider schedules to allow for maximum utilization of provider work time, while providing for timely and patient-centered care.</p> <p>Complete at least four quality improvement projects on a clinic level that focus on access maximization</p>	<p>Monthly operations reports (no show rate reports, provider productivity, exam room utilization)</p> <p>Utilize University HealthCare Consortium (UHC) national staffing benchmarking standards to aid in monitoring for appropriate clinic utilization</p>	<p>Clinic Directors and Clinic Managers</p> <p>Regional Directors</p>	<p>Monthly Evaluation of clinic statistics such as no-show rates, provider productivity, and exam room utilization.</p> <p>Quarterly evaluation</p>
--	--	---	---	---

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Each clinic will complete one quality improvement project				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Involve clinic staff in at least one quality improvement project this grant cycle with a focus on improvement in QA deficiencies or patient access to care	Each clinic will evaluate monthly QA reports and patient access information and design and implement a QI project specific to their clinic based on the Plan Do Study Act (PDSA) cycle	Each clinic will report on the results of their project at one of the RMCHP administrative meetings	Clinic Director will serve as the lead for the project	June 2017

FORM I: WORK PLAN

Program Component C Professional Development

Goals: Provide contraceptive education with a focus on LARC to all clinic staff

Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Educate clinic staff on LARC and contraceptive counseling using the Contraceptive CHOICE Project's LARC First Practice methodology provided at www.larcfirst.com	<p>Complete the pilot project training nurses and providers in this LARC First Practice methodology</p> <p>Select a core team from each clinic (provider, RN, MA, and PSS) to attend group training on LARC First Practice</p> <p>Train staff in all clinics on the LARC First Practice methodology</p>	<p>Pre- and Post-test for participants regarding LARC knowledge</p> <p>Monitor QA to ensure there is documentation of comprehensive contraceptive counseling for family planning patients</p>	<p>Education: Regional Directors (lead), Advance Practice Nurses, Registered Nurses</p> <p>QA Monitoring: Clinic Directors and Regional Directors</p>	<p>Pilot project (underway): prior to July 1, 2016</p> <p>Core team training for Clinic Project Champions: August 31, 2016</p> <p>All clinic personnel will complete training prior to December 15, 2016</p>

FORM I: WORK PLAN

Program Component D Recruitment				
Goals: Provide services to *** HTW enrolled women by the end of the grant period				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
<p>1. By the end of the grant period, conduct a minimum of 10 (ten) activities related to promoting the availability of family planning services in the community. These activities must include informing the public of the purpose of family planning, a description of the services provided and the dissemination of basic family planning knowledge to enlist support and attract potential clients.</p>	<p>Hold an information session about HTW and LARC services for RMCHP WIC Employees so they become familiar with available services</p> <p>Meet with local school nurses to discuss clinic services</p> <p>Attend 3 health fairs in local communities</p> <p>Distribute educational flyers at local businesses our patient population frequents</p> <p>Contact local social services agencies to discuss availability of family planning services</p>	<p>Monitor monthly Outreach Activities</p>	<p>Regional Director</p>	<p>July 1, 2017</p>

FORM I: WORK PLAN

Program Component E LARC Usage				
<ul style="list-style-type: none"> Goals: Increase LARC usage by 5% over the current baseline of 1656 				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Ensure RMCHP clinical practice guidelines reflect the most recent recommendations regarding medical eligibility criteria for contraception initiation, use, and continuation. This will ensure that all eligible women will have an opportunity to initiate or continue LARC use based on evidenced based practice	<p>Update current practice guidelines when CDC medical eligibility contraception guidelines change</p> <p>Encourage providers to use the US Medical Criteria for Contraceptive Use mobile application for immediate access to information and guidelines</p> <p>Create a charting smart set for nurses and providers that will match the US Medical Eligibility Criteria and allow providers a documentation “doublecheck” for LARC initiation</p>	<p>Audit charts as part of ongoing quality assurance to ensure that US Medical Eligibility Criteria is being followed when evaluating for, initiating, or continuing contraception</p>	<p>Clinic Directors, Regional Directors, Medical Director, Physicians Assigned to provide prescriptive authority</p>	<p>Contraception guidelines will be updated to reflect US Medical Eligibility Criteria by July 1, 2016</p> <p>Changes in CDC US Medical Eligibility Criteria will be monitored on an ongoing basis</p> <p>Charting tool will be developed by July 1, 2016</p>

2. Educate clinic staff on LARC and contraceptive counseling using the Contraceptive CHOICE Project's LARC First Practice methodology provided at www.larcfirst.com	Hold education sessions for clinic staff following the Contraceptive CHOICE Project's LARC First Practice training materials	Pre- and Post-test for participants regarding LARC knowledge Monitor QA to ensure there is documentation of comprehensive contraceptive counseling for family planning patients	Education: Regional Directors (lead), Advance Practice Nurses, Registered Nurses QA Monitoring: Clinic Directors and Regional Directors	Pilot project (underway): prior to July 1, 2016 Core team training for Clinic Project Champions: August 31, 2016 All clinic personnel will complete training prior to December 15, 2016
--	--	--	--	---

3. Train and credential providers at each practice location for LARC insertion and removal	<p>Ensure at least one provider is currently trained and credentialed for LARC insertion and removal at each practice location</p> <p>Provide clinicians with required Merck Nexplanon training and training with an experienced clinician with at least 1 year of experience</p> <p>Hire providers that are supportive of and willing to provide clients with LARCs (through asking this question at provider interviews)</p>	<p>Will perform twice yearly evaluation of:</p> <p>The percentage of clinicians that report being knowledgeable about and comfortable with LARC insertion and removal</p> <p>The number of clinicians that report being knowledgeable about the US Medical Eligibility Guidelines for Contraception</p>	Regional Director	<p>Will evaluate twice annually. First Evaluation by August 2016, second evaluation January 2017.</p>
--	--	---	-------------------	---

4. Provide LARC insertion at delivery for interested clients	<p>Counsel women in the 3rd trimester about contraceptive options, including the option of postpartum LARC insertion</p> <p>Partner with RMCHP Medical Director to develop a training program for providers to provide immediate postpartum LARC insertion</p> <p>Work with inpatient billing department to provide for seamless billing and reimbursement for postpartum LARC insertion</p>	<p>Monitor the number of LARC insertions in the postpartum period</p> <p>Monitor the number of IUD expulsions in the immediate postpartum period</p>	RMCHP Administrative Director, RMCHP Regional Director	<p>Provide training for postpartum LARC insertion to begin 30 days prior to go-live date for postpartum insertion</p> <p>Goal of a go-live date for postpartum insertions is prior to Dec 31, 2016</p>
--	---	--	--	--

5. Emphasize the benefits of LARC use for patients and staff with clinic posters	Each clinic will obtain and place posters in their clinic describing the benefits of and/or efficacy of LARC compared to other contraceptive options	Each clinic will have at least one English and one Spanish poster located in an area visible for all clientele and staff	Clinic Director	June 1, 2016
--	--	--	-----------------	--------------

JOB DESCRIPTIONS
Administrative Director
Clinical Support Service Director OBGYN
Clinic Manager
Community Health Worker
Maternal and Child Specialist
Medical Assistant I
Medical Assistant II
Medical Director
Nurse Clinician II
Nurse Clinician III
Nurse Clinician IV
Outpatient Health Aide
Patient Services Specialist I
Patient Service Specialist II
Patient Service Specialist Supervisor

UNIVERSITY OF TEXAS MEDICAL BRANCH

JOB DESCRIPTION

CODE: 0717

CREATION DATE: 10/01/94

TITLE: Administrative Director – UTMB

REVISION DATE: 03/01/99

Regional Maternal and Child Health Program

POLICY GROUP: Faculty

FLSA STATUS: Exempt

GRADE:

JOB SUMMARY

Oversees the management, patient care and related operations of the OB/GYN clinics. Ensures that appropriate plans and measures are in place to conduct patient care in a high quality, cost effective manner in order to fulfill the mission of the Regional Maternal and Child Health Program and UTMB.

MAJOR DUTIES/CRITICAL TASKS

- Responsible for coordination and provision of over 400 FTE's and capital resources for the Regional Maternal and Child Health Program.
- Administers total budget of over \$32,000,000.
- Monitors financial and statistical performance against budgeted targets.
- Provides leadership and guidance for Regional Directors and Birth Center Director, facilitating the development of plans to enhance revenue production while decreasing cost and inefficiencies.
- Analyzes healthcare needs of the communities and works with other members of the OB/GYN team to develop action plans to meet the identified needs.
- Supports and interprets the purpose, philosophy, objectives, and operations of the institution in order to assure the best quality care is available to customers.
- Responsible for professional development of subordinate staff.
- Develops and promotes a team philosophy to increase productivity and employee morale.
- Identifies appropriate internal controls for department; provides mechanisms to monitor and enforce compliance.
- Related duties as required.
- Promotes a culture of "Service Excellence" throughout the RMCHP, SOM and UTMB

KNOWLEDGE/SKILLS/ABILITIES

- Knowledge of public and private healthcare systems.
- Knowledge of federal and state standards as they apply to the Regional Maternal and Child Health Program.
- Knowledge of JCAHO requirements and guidelines.
- Knowledge of the CPI process.
- Excellent communication and interpersonal skills with a high degree of professionalism and competence in dealing with a variety of individuals including physicians and university administrators.
- Ability to develop, organize, and accomplish goals.
- Ability to analyze/evaluate a variety of information and make appropriate decisions/recommendations.
- Leadership and management skills sufficient to effectively direct and develop senior level administrators, directors and managers as well as support staff.
- Preparation and analysis of operating budgets and capital equipment evaluation.
- Effective problem solving skills.

REQUIRED EDUCATION/EXPERIENCE

Master's Degree and six to eight years of related OB/GYN experience including supervisory experience.

EQUIPMENT

- Standard Office Equipment
- Computer
- Car

WORKING ENVIRONMENT

- Standard office environment
- Exposure to hospital and clinical environment

UNIVERSITY OF TEXAS MEDICAL BRANCH

JOB DESCRIPTION

CODE: 0621

CREATION DATE:

TITLE: Clinical Support Services Director,

REVISION DATE: 05/01/95

Obstetrics and Gynecology Department

POLICY GROUP: Administrative & Professional

FLSA STATUS: - Exempt

GRADE: 7

JOB SUMMARY

To provide professional supervision and coordination of the Clinical Support Services, Specialized Billing group, Medical Record group, Inpatient/Outpatient Campus Billing group, and the Reporting and Offsite billing group in the areas of Inpatient Division clinics and Regional Maternal and Child Health Program clinics under the administrative supervision of the Department Administrator.

MAJOR DUTIES/CRITICAL TASKS

- Provides assistance to the Department Administrator in setting policy for the Clinical Support Services.
- Serves as liaison with the health providers in the area, i.e., city, county, state health departments, private physicians, and other health centers. Services in other administrative capacities under the direction of the Department Administrator.
- Performs human resource management functions such as recruiting, interviewing, conducting performance reviews, and recommending salary increases, promotions, and demotions, for the Clinical Support Services groups.
- Participates in the departmental budget and program planning.
- Assists the Department Administrator in establishing and attaining goals and objectives.
- Plans, implements, and evaluates programs as needed in the Division and RMCHP clinics.
- Attends departmental, Regional Director meetings as needed and meets periodically with other departmental and interdisciplinary groups as needed.
- Serves as role model for clinical support services and provides advise and guidance to the Managers in field of expertise.
- Identifies appropriate internal controls for department; provides mechanisms to monitor and enforce compliance.

KNOWLEDGE/SKILLS/ABILITIES:

- Ability to plan, organize, set and accomplish goals. Effective problem solving skills.
- Strong interpersonal and leadership skills with experience managing multiple departments.
- Excellent oral and written communication skills including a high degree of professionalism and competence in dealing with a variety of individuals, including physicians, and university administrators.

REQUIRED EDUCATION / EXPERIENCE

Bachelors degree in Public Health or related field and five to seven years of related experience.

EQUIPMENT

- Motor vehicle, clinical diagnostic equipment, and experience in use of personal computer.

WORKING ENVIRONMENT

- Normal clinic and office environment
- Alternate/extended shifts may be required
- Alertness and careful attention to detail will be required to avoid injury.
- May be exposed to such occupational hazards as communicable diseases and uncooperative patients.

UNIVERSITY OF TEXAS MEDICAL BRANCH
REGIONAL MATERNAL AND CHILD HEALTH PROGRAM

JOB DESCRIPTION

CODE: 1901

CREATION DATE: 11/01/97

TITLE Clinic Manager

REVISION DATE: 02/25/08

POLICY GROUP: RMCHP

FLSA STATUS: Exempt

GRADE: 23

JOB SUMMARY

To provide proficient direction to staff and activities related to the operation of the clinic. Responsible for the day-to-day technical and management functions of the clinic, by applying specialty management knowledge and skills, in accordance with departmental policies, procedures and principles of service.

MAJOR DUTIES / CRITICAL TASKS

- Promotes and practices effective human resource activities.
- Responsible for the timely and accurate completion, processing, and submission of billing documentation.
- Responsible for cash handling activities.
- Communicates and coordinates with Clinic director, clients, OB/GYN Department, UTMB divisions and outside agencies.
- Oversees Invision appointment system and coordinates changes under the direction of the Clinic Director.
- Maintains physical resources.
- Responsible for the oversight of patient PHI and medical records management.
- Provides client services and care appropriate to age.
- Demonstrates Principles of Service to all clients/families and staff.
- Promotes a culture of "Service Excellence" throughout the RMCHP, SOM and UTMB.

SUPERVISION

Received: reports to clinic director. Given: clerical personnel

EDUCATION/EXPERIENCE REQUIREMENTS

- Bachelor's degree preferred
- Three years experience in health care or management

EQUIPMENT

Standard office equipment, Motor vehicle

WORK ENVIRONMENT

Clinic environment

- Conditions such as noise, odors, cramped work space and/or fumes could sometimes cause discomfort
- Moderate physical effort may be required such as walking, standing, lifting materials, supplies or equipment
- Vision, hearing, talking, and sense of touch abilities must be adequate to enable one to quickly and accurately perform tasks such as reading small print, reading from computer screen, defining details, sending and receiving clear and accurate oral communication
- Alternate/extended shifts may be required
- Alertness and careful attention to detail will be required to avoid injury
- May be exposed to such occupational hazards as communicable diseases and uncooperative patients.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1558
JOB TITLE: COMMUNITY HEALTH WORKER, COMMUNITY HEALTH PROGRAM (CHP)
CREATION DATE: 04/14/11
REVISION DATE:
FLSA STATUS: NON-EXEMPT

JOB SUMMARY:

The Community Health Worker (CHW) provides assistance in identifying and resolving basic health and social problems of UTMB Health patients and their families. The CHW is a resource for community resources and basic health information.

ESSENTIAL JOB FUNCTIONS:

- Interviews designated patients and/or groups of patients to identify health and social problems or unmet needs.
- Acts as a resource for basic health information and community resources and assists patients and families to access those resources.
- Communicates patient specific health status information to providers as needed and in accordance with the plan of care.
- Assists and educates patients with navigation of the health care system (i.e. scheduling and keeping appointments, translation, transportation arrangements, communicating with providers, etc.)
- Conducts regular visits (clinic or home) with patients in accordance with Community Health Program guidelines and the patients' plan of care.
- Teach patients how to find and utilize community resources independently.
- Assist all health care providers involved in the patients care (RNs, NPs, PAs, RDs, MDs, etc.) in ensuring patient understanding and compliance with provider care plans.
- Teach patients how to manage chronic illnesses and resolve acute medical conditions through health education and patient empowerment.
- Reviews clinic and hospital procedures and regulations with patients and their families.
- Maintains accurate records of services provided and submits statistical reports as necessary.
- Adheres to internal controls established for department.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1558
JOB TITLE: COMMUNITY HEALTH WORKER, COMMUNITY HEALTH PROGRAM (CHP)
CREATION DATE: 04/14/11
REVISION DATE:
FLSA STATUS: NON-EXEMPT

REQUIRED EDUCATION / EXPERIENCE:

High school diploma or equivalent and one year related experience. Texas Community Health Worker certification from the Texas Department of State Health Services (TX DSHS), which must be kept current in accordance with TX DSHS standards. Valid driver's license and reliable transportation required.

KNOWLEDGE/SKILLS/ABILITIES:

Bilingual preferred
Effective written and verbal communication skills
Knowledge of computers, software applications and mobile communication devices

EQUIPMENT:

Standard office equipment.

WORKING ENVIRONMENT:

Standard hospital, clinic, or office environments as well as patient homes and various community resource offices.

OTHER:

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

UNIVERSITY OF TEXAS MEDICAL BRANCH

JOB DESCRIPTION

CODE: 1755

CREATION DATE: 03/01/90

TITLE: Maternal Child Specialist

REVISION DATE: 07/01/06

POLICY GROUP: Faculty

FLSA STATUS: Exempt

GRADE: ???

JOB SUMMARY:

Provides competent and caring, age specific health care to women and children in the Regional Maternal and Child Health Care Program. Meets established productivity standards of 18-22 patients per day in the clinic setting within the allotted time standards. Fosters an environment that promotes excellence in clinical care, research, and education.

MAJOR DUTIES / CRITICAL TASKS

- Provides primary health care to the patient/family throughout the life span. The provider uses the processes of assessment, diagnosis, management, and evaluation to provide care that integrates the psychosocial and physical needs of the patient/family.
- Establishes a therapeutic relationship with the client/family.
- Plans, develops, coordinates, and provides appropriate health education and counseling in response to patient needs. Refers patient as appropriate.
- Contributes to the advancement of his/her profession, the evolving role, and to practice.
- Seeks to ensure high quality care within the RMCHP. Demonstrates leadership skills in achieving improved outcomes for all clients/families.
- Is responsible for the health care provided to the patient/family.
- Promotes a culture of "Service Excellence" throughout the RMCHP, SOM and UTMB.
- Demonstrates competence in electronic documentation (EMR, Clinweb, EPIC Order Entry, Accounting of Disclosures, email, basic word processing, etc.)
- Other duties as assigned.

REQUIRED EDUCATION / EXPERIENCE

Registered Nurse recognized by the Texas Board of Nurse Examiners to practice as an Advanced Nurse Practitioner or Certified Nurse Midwife. National Certification required. Masters degree preferred.

EQUIPMENT

- Able to use equipment and related supplies for a select patient population.
- Routine office equipment.

SUPERVISION

Received from: Clinic Director/Regional Director

Given: Provides direction and support to nursing and support staff. Assumes supervisory responsibilities when fulfilling charge and preceptor roles. No direct line responsibilities.

WORKING ENVIRONMENT

- Standard clinic environment.
- Conditions such as noise, odors, cramped work space and/or fumes could sometimes cause discomfort.
- Moderate physical effort may be required, such as walking, standing, performing CPR, and lifting materials, equipment, objects, and/or patients.
- Vision, hearing, talking, and sense of touch abilities must be adequate to enable one to quickly and accurately perform tasks such as reading small print, reading from monitoring equipment, defining details, sending and receiving clear and accurate oral communication.
- Frequent periods of concentrated or focused attention will be needed to interpret visual, auditory, and sensory inputs.
- Alternate/extended shifts may be required.
- May be exposed to such occupational hazards as communicable diseases, and disoriented or combative patients.
- Some travel may be required.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1799
JOB TITLE: MEDICAL ASSISTANT
CREATION DATE: 01/01/97
REVISION DATE: 05/12/12
FLSA STATUS: NON-EXEMPT

JOB SUMMARY:

To provide technical, supportive, age specific and developmentally appropriate patient care functions for assigned clinical area.

ESSENTIAL JOB FUNCTIONS:

- Assists with patient flow within assigned outpatient clinic setting.
 - Responds in a timely manner to call-lights.
 - Provides comfort measures to patient / family.
- Performs technical and supportive patient care skills, incorporating the patient's plan of care and following approved policy and procedure.
 - Obtains vital signs. Appropriately documents chief complaint and reason for visit.
 - Uses aseptic techniques and infection control measures in the performance of duties.
 - Accurately collects excretory specimens, such as urine and feces.
 - Obtains blood samples by venipuncture.
 - Accurately performs tests, such as basic urine chemistry using chemical strips, guaiac, Ph, blood glucose, UPT, and hemocult.
 - Measures and records intake and output as ordered.
 - Prepares and assists patients undergoing treatments, examinations, and procedures.
 - Recognizes patient care priorities, treatment plan, objectives, and potential crisis.
 - Under direction of physician, provides other treatments and care to patients appropriate to training, as assigned.
 - Recognizes and communicates patient needs and unusual occurrences with patients / families.
- The MA will refill patient medications as requested, using the guidelines for the prescribing physician/provider in their assigned area and in accordance with the policy C51, Prescription Refill Management for Ambulatory Care Services.
 - Safely and properly administers medications as assigned.
- Accurately documents / communicates interventions and measurements.
 - Communicates relevant information to appropriate health care provider.
 - Under supervision, completes accurate, concise, and legible documentation on patient clinic record.
- Assist with medication reconciliation as required.
 - Assists in the maintenance of equipment, supplies, and the environment.
 - Assists in maintaining a clean and safe environment.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1799
JOB TITLE: MEDICAL ASSISTANT
CREATION DATE: 01/01/97
REVISION DATE: 05/12/12
FLSA STATUS: NON-EXEMPT

- Checks equipment / supplies for expiration dates, electrical safety tags, intactness, and usability.
- Cleans equipment and returns to its proper place.
- Reports equipment and supplies needing replaced or repaired.
- Stocks rooms, carts, cabinets, etc. as assigned / requested.
- Respects and supports patient rights.
 - Serves as patient / family advocate.
 - Practices principles of patient and employee confidentiality.
 - Utilizes available resources and seeks assistance in dealing with ethical dilemmas, as appropriate.
- Practices positive customer peer relations.
 - Consistently communicates in a professional and courteous manner.
 - Reports and seeks assistance in dealing with guest complaints / concerns.
 - Establishes and maintains a positive rapport with patient / family and co-workers.
 - Consistently responds to customer requests / needs in an appropriate manner.
- Participates in and supports continuous quality improvement activities at the clinic / departmental level, as appropriate.
- Demonstrates acceptable productivity and practices cost containment.
 - Prioritizes and completes all work in an effective and efficient manner.
 - Demonstrates initiative, resourcefulness, and flexibility.
 - Effectively and efficiently uses time, equipment, and supplies.
- Functions as an interdependent and supportive team member.
 - Provides support and assistance, as appropriate.
 - With direction, remains calm and purposeful and responds in an appropriate, professional manner in emergent or chaotic situations.
 - Participates in clinic meetings / activities and supports the clinical, departmental, and organizational philosophy and goals.
 - Accepts responsibility for own growth / development.
 - Participates in in-services and ongoing education programs.
 - Remains current on all in-service / education / credentials / certification requirements for position, as appropriate.
 - Exchanges constructive feedback with peers and others.
 - Conducts self-evaluation and participates in developmental goal setting.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as assigned.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1799
JOB TITLE: MEDICAL ASSISTANT
CREATION DATE: 01/01/97
REVISION DATE: 05/12/12
FLSA STATUS: NON-EXEMPT

REQUIRED EDUCATION / EXPERIENCE:

High school or equivalent. Registered Medical Assistant or graduate of an approved Medical Assistant program. CPR Certification required.

EQUIPMENT:

Standard office equipment and related supplies for a selected patient population. Mechanical devices.

WORKING ENVIRONMENT:

- Work environment is located in a comfortable indoor area.
- Conditions such as noise, odors, cramped work space and/or fumes could sometimes cause discomfort.
- Moderate to extreme physical effort may be required, such as walking, standing, performing CPR, and lifting materials, equipment, objects, and/or patients.
- Occasional lifting may be heavy and awkward, over 50 lbs.
- Vision, hearing, talking, and sense of touch abilities must be adequate to enable one to quickly and accurately perform tasks such as reading small print, reading from monitoring equipment, defining details, sending and receiving clear and accurate oral communication.
- Frequent periods of concentrated or focused attention will be needed to interpret visual, auditory, and sensory inputs.
- Rotating shifts may be required.
- Alertness and careful attention to detail will be required to avoid injury.
- May be exposed to such occupational hazards as communicable diseases, radiation, chemotherapeutic agents, and disoriented or combative patients.
- May be required to work extended shifts in situations deemed necessary by the Practice Coordinator or Director of Nursing.

OTHER:

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1799
JOB TITLE: MEDICAL ASSISTANT
CREATION DATE: 01/01/97
REVISION DATE: 05/12/12
FLSA STATUS: NON-EXEMPT

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1797
JOB TITLE: MEDICAL ASSISTANT II
CREATION DATE: 08/01/2015
REVISION DATE:
FLSA STATUS: NON-EXEMPT

JOB SUMMARY:

To provide technical, supportive, age specific and developmentally appropriate patient care functions for assigned clinical area.

The Medical Assistant II may function as a member of a Patient Centered Medical Home clinical team or may function in a role that includes routine administrative and clinical tasks. The Medical Assistant II has advanced Medical Assistant skills and is proficient in independently maintaining a positive patient experience by consistently exceeding expectations in customer service and patient care.

ESSENTIAL JOB FUNCTIONS:

- Able to effectively identify problems and determine solutions.
- Understand clinic flow to maximize clinic usage to meet patient needs.
- Assists with patient flow within assigned outpatient clinic setting.
 - Responds in a timely manner to call-lights.
 - Provides comfort measures to patient / family.
- Performs technical and supportive patient care skills, incorporating the patient's plan of care and following approved policy and procedure.
 - Obtains vital signs. Appropriately documents chief complaint and reason for visit.
 - Uses aseptic techniques and infection control measures in the performance of duties.
 - Accurately collects excretory specimens, such as urine and feces.
 - Obtains blood samples by venipuncture.
 - Accurately performs tests, such as basic urine chemistry using chemical strips, guaiac, Ph, blood glucose, UPT, and hemocult.
 - Measures and records intake and output as ordered.
 - Prepares and assists patients undergoing treatments, examinations, and procedures.
 - Recognizes patient care priorities, treatment plan, objectives, and potential crisis.
 - Under direction of physician, provides other treatments and care to patients appropriate to training, as assigned.
 - Recognizes and communicates patient needs and unusual occurrences with patients / families.
- The MA will refill patient medications as requested, using the guidelines for the prescribing physician/provider in their assigned area and in accordance with the policy C51, Prescription Refill Management for Ambulatory Care Services.
 - Safely and properly administers medications as assigned.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1797
JOB TITLE: MEDICAL ASSISTANT II
CREATION DATE: 08/01/2015
REVISION DATE:
FLSA STATUS: NON-EXEMPT

- Accurately documents / communicates interventions and measurements.
 - Communicates relevant information to appropriate health care provider.
 - Under supervision, completes accurate, concise, and legible documentation on patient clinic record.
- Assist with medication reconciliation as required.
 - Assists in the maintenance of equipment, supplies, and the environment.
 - Assists in maintaining a clean and safe environment.
 - Checks equipment / supplies for expiration dates, electrical safety tags, intactness, and usability.
 - Cleans equipment and returns to its proper place.
 - Reports equipment and supplies needing replaced or repaired.
 - Stocks rooms, carts, cabinets, etc. as assigned / requested.
- Respects and supports patient rights.
 - Serves as patient / family advocate.
 - Practices principles of patient and employee confidentiality.
 - Utilizes available resources and seeks assistance in dealing with ethical dilemmas, as appropriate.
- Practices positive customer peer relations.
 - Consistently communicates in a professional and courteous manner.
 - Reports and seeks assistance in dealing with guest complaints / concerns.
 - Establishes and maintains a positive rapport with patient / family and co-workers.
 - Consistently responds to customer requests / needs in an appropriate manner.
- Participates in and supports continuous quality improvement activities at the clinic / departmental level, as appropriate.
- Demonstrates acceptable productivity and practices cost containment.
 - Prioritizes and completes all work in an effective and efficient manner.
 - Demonstrates initiative, resourcefulness, and flexibility.
 - Effectively and efficiently uses time, equipment, and supplies.
- Functions as an interdependent and supportive team member.
 - Provides support and assistance, as appropriate.
 - With direction, remains calm and purposeful and responds in an appropriate, professional manner in emergent or chaotic situations.
 - Participates in clinic meetings / activities and supports the clinical, departmental, and organizational philosophy and goals.
 - Accepts responsibility for own growth / development.
 - Participates in in-services and ongoing education programs.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1797
JOB TITLE: MEDICAL ASSISTANT II
CREATION DATE: 08/01/2015
REVISION DATE:
FLSA STATUS: NON-EXEMPT

- Remains current on all in-service / education / credentials / certification requirements for position, as appropriate.
- Exchanges constructive feedback with peers and others.
- Conducts self-evaluation and participates in developmental goal setting.
- Patient Centered Medical Home Medical Assistant
 - All Medical Assistant Essential Job Functions, and
 - Contributes to the partnership among clinical practitioners, patients and families ensuring decisions respect patients' wants, needs and preferences,
 - Contributes to provide education and support to patients to enable patients to make decisions and participate in their own care,
 - Contributes as a member of a clinical team accountable for a patient's physical and mental health care needs including prevention, wellness, acute care and chronic care,
 - Participates in coordinated care across all elements of the broader health care system, including specialty care, hospitals, home health care and community services,
 - Contributes to offering patients the ability to access services with shorter waiting times, "after hours" care, 24/7 electronic or telephone access and communication through health IT,
 - Contributes to a care team of clinicians and staff to ensure that patients and families make informed decisions about their health.
- Administrative and Clinical Duty Medical Assistant
 - All Medical Assistant Essential Job functions, and
 - Answers patient calls with accuracy and properly document patient needs,
 - Appointment scheduling, including financial counseling for day surgery, reminder calls, patient financial responsibility and future appointments,
 - Arrives patients including preparation of paperwork/charts, collection and receipting of copays, tokens distributed and authorized deferments,
 - Registration including eligibility, demographics and Medicare and third party coverage, communicates any obstacle to access or authorization to patient, referral source, UTMB Physician and clinical staff appropriately,
 - Dispositions patient within designated timeline.
- Specialty/other
 - All Medical Assistant Essential Job Functions, and
 - Proficient in multiple specialty procedures and

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1797
JOB TITLE: MEDICAL ASSISTANT II
CREATION DATE: 08/01/2015
REVISION DATE:
FLSA STATUS: NON-EXEMPT

- Successful completion of all Patient Services Specialist training including refresh training.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as assigned.

REQUIRED EDUCATION / EXPERIENCE:

High school or equivalent. Three years experience. Certified or Registered Medical Assistant with a nationally recognized accreditation organization (AAMA, AMT, NCCT, NHA or other). CPR Certification required.

EQUIPMENT:

Standard office equipment and related supplies for a selected patient population. Mechanical devices.

WORKING ENVIRONMENT:

- Work environment is located in a comfortable indoor area.
- Conditions such as noise, odors, cramped work space and/or fumes could sometimes cause discomfort.
- Moderate to extreme physical effort may be required, such as walking, standing, performing CPR, and lifting materials, equipment, objects, and/or patients.
- Occasional lifting may be heavy and awkward, over 50 lbs.
- Vision, hearing, talking, and sense of touch abilities must be adequate to enable one to quickly and accurately perform tasks such as reading small print, reading from monitoring equipment, defining details, sending and receiving clear and accurate oral communication.
- Frequent periods of concentrated or focused attention will be needed to interpret visual, auditory, and sensory inputs.
- Rotating shifts may be required.
- Alertness and careful attention to detail will be required to avoid injury.
- May be exposed to such occupational hazards as communicable diseases, radiation, chemotherapeutic agents, and disoriented or combative patients.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1797
JOB TITLE: MEDICAL ASSISTANT II
CREATION DATE: 08/01/2015
REVISION DATE:
FLSA STATUS: NON-EXEMPT

- May be required to work extended shifts in situations deemed necessary by the Practice Coordinator or Director of Nursing.

OTHER:

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

UNIVERSITY OF TEXAS MEDICAL BRANCH

JOB DESCRIPTION

CODE: 0238

CREATION DATE:

TITLE: Medical Director

REVISION DATE: 07/30/2009

POLICY GROUP: Faculty

FLSA STATUS: Exempt

GRADE:

JOB SUMMARY

Provides medical supervision and coordination of the RMCHP Family Planning clinic operations.

MAJOR DUTIES/CRITICAL TASKS

Uses specialized knowledge and skill to efficiently and competently:

1. Participate in annual review and revisions of Practice Guidelines.
2. Review and Approve all changes to Practice Guidelines.
3. Act as professional resource for Family Planning information.
4. Consultant for RMCHP providers as needed.
5. Participate in RMCHP Quality of Care Committee
6. Participate in quarterly Medical Director Conferences with DSHS
7. Approve Consults outside the RMCHP guidelines
8. Follow-up of Adverse Family Planning Events.

REQUIRED EDUCATION / EXPERIENCE

Current license to Practice Medicine in the State of Texas. Specialist in obstetrics and gynecology.

EQUIPMENT

- Able to use equipment and related supplies for a selected population. PC computer literacy preferred.

WORKING ENVIRONMENT

- Clinic environment
- Travel may be required
- Conditions such as noise, odors, cramped work spaces and/or fumes could sometimes cause discomfort
- Moderate physical effort may be required such as walking, standing, lifting materials, supplies or equipment.
- Vision, hearing, talking, sense of touch abilities must be adequate to enable one to quickly and accurately perform tasks such as reading small print, reading from computer screen, defining details, sending and receiving clear and accurate oral communication
- Alternate/extended shifts may be required
- Alertness and careful attention to detail will be required to avoid injury.
- May be exposed to such occupational hazards as communicable diseases and uncooperative patients.

OTHER

Specific job requirements or physical location of some positions allocated to this classification may render this position security sensitive.

All qualifications to be considered as equivalents in lieu of stated minimums require the prior approval of the Director of Human Resources.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1061
JOB TITLE: Nurse Clinician II-Outpatient
CREATION DATE: 08/01/02
REVISION DATE: 10/13/12,7/19/2014
FLSA STATUS: Non-Exempt

JOB SUMMARY:

Competent Clinician. Possesses general knowledge base and skills that are expanding to incorporate specialty knowledge and skills. Independently and consistently provides safe and effective nursing care by applying age specific, developmentally and specialty appropriate clinical nursing knowledge and skills to ensure the safety and comfort of patients/families according to legal, institutional, and professional standards.

ESSENTIAL JOB FUNCTIONS:

- Competently and accurately assesses patients and identifies actual and potential nursing diagnosis/patient care needs.
- Competently plans and prioritizes age and specialty appropriate care for identified patient group.
- Safely and competently delivers age and specialty appropriate nursing care to identified patient group.
- Evaluates the patient/family response and outcome(s) to implemented care and modifies the plan of care accordingly.
- Competently and consistently completes accurate, concise, and legible documentation on hospital records.
- Respects and supports patient rights.
- Practices and promotes positive patient and peer relations.
- Utilizes nursing research and quality improvement to enhance practice.
- Practices cost containment for the practice and patient.
- Functions as an interdependent and supportive team member and team leader.
- Assists in maintaining a positive learning environment.
- Professionally and consistently completes accurate, concise and legible documentation on hospital records.
- Adheres to internal controls established for department.
- Performs related duties as required.
- Adheres to internal controls and reporting structure.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1061
JOB TITLE: Nurse Clinician II-Outpatient
CREATION DATE: 08/01/02
REVISION DATE: 10/13/12, 7/19/2014
FLSA STATUS: Non-Exempt

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.

REQUIRED EDUCATION / EXPERIENCE:

Registered Nurse (RN) with current license to practice professional nursing in Texas. Six months of full-time RN experience in providing nursing care to similar (in age and specialty) patient populations. Current BLS required.

EQUIPMENT:

- Able to use equipment and related supplies for a selected patient population.
- Able to use mechanical devices, such as those used in cardiopulmonary resuscitation, oxygen administration, and intravenous therapy.
- Able to use related computer equipment.
- Ability to demonstrate competency in waived testing and quality requirements for that testing.

WORKING ENVIRONMENT/LOCATION OF POSITION:

- Work environment is generally located in a comfortable indoor area.
- Conditions such as noise, odors, cramped work space and/or fumes could sometimes cause discomfort.
- Moderate to extreme physical effort may be required, such as walking, standing, performing CPR, and lifting materials, equipment, objects, and/or patients.
- Occasional lifting may be heavy and awkward, over 50 lbs.
- Vision, hearing, talking, and sense of touch abilities must be adequate to enable one to quickly and accurately perform tasks such as reading small print, reading from monitoring equipment, defining details, sending and receiving clear and accurate oral and written communication.
- Frequent periods of concentrated or focused attention will be needed to interpret visual, auditory, and sensory inputs.
- Rotating shifts may be required.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: C1061
JOB TITLE: Nurse Clinician II-Outpatient
CREATION DATE: 08/01/02
REVISION DATE: 10/13/12,7/19/2014
FLSA STATUS: Non-Exempt

-
- Alertness and careful attention to detail will be required to avoid injury.
 - May be exposed to such occupational hazards as communicable diseases, blood pathogens, radiation, chemotherapeutic agents, and disoriented or combative patients or others.

OTHER:

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1060
JOB TITLE: Nurse Clinical III -Outpatient
CREATION DATE: 09/01/92
REVISION DATE: 10/13/12,7/19/2014
FLSA STATUS: Non-Exempt

JOB SUMMARY:

Proficient Clinician. Provides proficient, age specific, developmentally and specialty appropriate nursing care by applying specialty clinical nursing knowledge and skills, and for ensuring the comfort and safety of patient's/families in accordance with legal, hospital, practice and departmental policies and procedures, established standards of nursing care and practice, and as defined by the state of Texas. Readily assumes leadership responsibilities and functions autonomously in leadership roles.

ESSENTIAL JOB FUNCTIONS:

- Using specialized knowledge and skills proficiently assesses patients and identifies actual and potential nursing diagnosis/patient care needs.
- Proficiently plans and prioritizes age and specialty appropriate care for identified patient group.
- Safely and proficiently delivers specialized age and specialty appropriate nursing care to identified patient group(s) in a competent, caring and compassionate manner.
- Proficiently evaluates the patient/family response and outcome(s) to implemented care and modifies the plan of care accordingly.
- Proficiently and consistently completes accurate, concise, and legible documentation on hospital records. Including hands on care delivery and telephone patient interactions.
- Respects and supports patient rights.
- Promotes and practices positive patient and peer relations.
- Consistently displays a positive image through professional behavior, understanding that we represent UTMB during every contact.
- Utilizes nursing research and quality improvement to enhance practice.
- Promotes and practices cost containment for the practice and patient.
- Fosters constructive relationships as a team member and as a team leader, providing direction and assistance to team members.
- Accepts responsibility for own growth/development.
- Adheres to internal controls and reporting structure.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1060
JOB TITLE: Nurse Clinical III -Outpatient
CREATION DATE: 09/01/92
REVISION DATE: 10/13/12,7/19/2014
FLSA STATUS: Non-Exempt

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.

REQUIRED EDUCATION / EXPERIENCE:

Registered Nurse (RN) with current license to practice professional nursing in Texas. Two years of RN experience in providing nursing care to similar (in age and specialty) patient populations. Current BLS required.

EQUIPMENT:

Standard office equipment.

WORKING ENVIRONMENT/LOCATION OF POSITION:

Standard hospital, clinical, laboratory and/or office environments.

OTHER:

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1050
JOB TITLE: Nurse Clinician IV
CREATION DATE: 09/01/02
REVISION DATE: 01/12/12,7/19/2014
FLSA STATUS: Non-Exempt

JOB SUMMARY:

Proficient Clinician. Possesses knowledge and skill to meet standards for competent professional nursing practice as specified in the Texas Nurse Practice Act. Practice is characterized by a balance of interdependent/independent decision-making and a consistent holistic approach to patient care. Proficiently functions with the interdisciplinary team; initiates team action to address patient care problems. Serves as a strong clinical leader on the unit. Directs others in responding to emergent or unusual situations. Takes the lead in developing, implementing and evaluating evidence-based standards of practice for specialty area. Provides patient care through nursing practices based upon the American Nurses Association Standards of Practice and UTMB's three domains for competency and advancement: Professional Practice, Professional Performance and Performance Involvement.

ESSENTIAL JOB FUNCTIONS:

- Completes required specialty specific Competency Based Orientation (CBO) tools by the initial performance evaluation due date for placement in employee file.
- Actively participates in the initial and ongoing evaluation of competency using competency based orientation (CBO) tools and/or Competency and Clinical Advancement Program (CCAP) tools.
- Proficiently assists with activities for assigned area embodying UTMB's core values.
- Using specialized knowledge and skills, proficiently assesses patients and identifies actual and potential nursing diagnoses/patient care needs.
- Proficiently plans and prioritizes culturally, age and specialty appropriate care for identified patient group.
- Safely and proficiently delivers culturally, age and specialty appropriate nursing care to identified patient group(s) in a competent, caring and compassionate manner.
- Demonstrates acknowledgment of patient/family readiness to learn and implements teaching strategies utilizing the most appropriate learning aids.
- Performs and reports point of care testing (POCT).
- Develops and reports nursing plans of patient care and treatment.
- Provides and maintains a clean, safe environment and performs and/or assists others to perform proper aseptic technique, isolation procedures and infection control measures.
- Actively serves as a patient/family advocate, consistently focuses on patient/family rights and meeting their individual needs.
- Promotes and demonstrates acceptable productivity and practices cost containment for nursing practice and patient care.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1050
JOB TITLE: Nurse Clinician IV
CREATION DATE: 09/01/02
REVISION DATE: 01/12/12,7/19/2014
FLSA STATUS: Non-Exempt

- Utilizes nursing evidence based practice (EBP), research and quality improvement to enhance practice.
- Consistently completes accurate, concise and legible documentation for all patient, unit and hospital records (including care delivery and telephone patient related interactions).
- Competently utilizes electronic forms of communication and documentation.
- Identifies learning needs of self and others; sets challenging and realistic goals and assists others with the development of challenging and realistic goals.
- Implements and promotes individualized approach to provide compassion and understanding.
- Promotes and displays a professional verbal and non-verbal demeanor.
- Puts needs of others above his/her own through accountability, compassion, integrity and respect.
- Functions as an interdependent and supportive team member.
- Accepts responsibility for own growth/development.
- Achieves the required UTMB Competency and Clinical Advancement (CCAP) points to achieve / maintain the NC IV level.
- Completes the annual self-evaluation on time for competency and performance evaluation using CCAP tools.
- Meets periodic UTMB and unit specific compliance requirements for health screening, training, and attendance, safety and CPR.
- Adheres to internal controls and reporting structure.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.

REQUIRED EDUCATION / EXPERIENCE:

RN with Bachelor's in Nursing, four years of clinical RN experience and approved specialty certification. Must possess and maintain a current RN license or valid temporary permit to practice in Texas. Current BLS required.

EQUIPMENT:

Standard patient care equipment, supplies and mechanical devices for a selected patient population. Standard hospital-related office equipment. Show competency in point of care testing (POCT) and quality requirements for that testing.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1050
JOB TITLE: Nurse Clinician IV
CREATION DATE: 09/01/02
REVISION DATE: 01/12/12,7/19/2014
FLSA STATUS: Non-Exempt

WORKING ENVIRONMENT/LOCATION OF POSITION:

- Work environment is located in a comfortable indoor area.
- Conditions such as noise, odors, cramped workspace and/or fumes could sometimes cause discomfort.
- Moderate to extreme physical effort may be required, such as walking, standing, squatting, reaching, pushing, pulling, performing CPR and lifting materials, equipment, objects and/or patients.
- Lifting may be heavy and awkward, over 50 lbs.
- Vision, hearing, talking and sense of touch abilities must be adequate to enable one to quickly and accurately perform tasks such as reading small print, reading from monitoring equipment, defining details, sending and receiving clear and accurate oral and written communication.
- Frequent periods of concentrated or focused attention will be needed to interpret visual, auditory and sensory inputs.
- Shift work may be required.
- Alertness and careful attention to detail will be required to avoid injury.
- May be exposed to such occupational hazards as communicable diseases, blood pathogens, radiation, chemotherapeutic agents and disoriented or combative patients or others.
- May be required to be on standby and work extended shifts in situations deemed necessary by the Chief Nursing Officer, Nursing Director and/or Nurse Manager.

OTHER:

References to the Competency and Clinical Advancement Program do not apply to Correctional Managed Care staff.

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1090
JOB TITLE: OUTPATIENT HEALTH AIDE
CREATION DATE: 08/25/07
REVISION DATE: 10/20/07
FLSA STATUS: NON EXEMPT

JOB SUMMARY:

To provide technical and supportive age specific patient care support for assigned clinical area.

ESSENTIAL JOB FUNCTIONS:

- Assists the health care team by preparing patients, chaperoning during examination/procedures and assists with patient treatments.
- Assist with patient arrival and discharge.
- Accurately performs and records tests such as acetest, clinitest, Accu-check, guaiac, protein, pH, hemocult, pregnancy test, tests using labstix, Chemstrip, and intake and output measurements; notifies nurse if difficulties arise in determining test results.
- Assists patients with activities and care as assigned by the nurse, and as indicated by the patient's plan of care.
- Collects excretory specimens when directed.
- Identifies patients according to hospital protocol prior to specimen collection.
- Provides basic skills necessary for collection of blood samples through the use of skin puncture and venipuncture techniques.
- Keeps blood drawing trays and equipment clean and well organized.
- Documents patient care in all assigned patient records.
- Stocks rooms, carts and cabinets as assigned and/or requested.
- Reports equipment and supplies that need to be replaced or repaired.
- Communicates relevant information to appropriate health care provider.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1090
JOB TITLE: OUTPATIENT HEALTH AIDE
CREATION DATE: 08/25/07
REVISION DATE: 10/20/07
FLSA STATUS: NON EXEMPT

- Identifies and communicates to nursing staff any patient needs/emergencies and any unusual patient behavior.
- Performs or assists others with aseptic techniques, isolation procedures and infection control measures.
- Practices positive customer and peer interactions.
- Participates in and supports continuous quality improvement activities at the clinic.
- Maintains patient's privacy and confidentiality of information at all times.
- Assists in maintaining clean equipment and supplies and a clean and safe working environment.
- Adheres to internal controls and reporting structure.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.

REQUIRED EDUCATION / EXPERIENCE:

High school or equivalent, and no experience required. Successful completion of on the job training program as an Outpatient Health Aide in a clinical environment within six months of hire.

EQUIPMENT:

Standard clinic and office equipment.

WORKING ENVIRONMENT/LOCATION OF POSITION:

Standard clinical, laboratory and/or office environments. May be exposed to such occupational hazards such as communicable diseases, harmful chemicals, and/or disoriented or combative patients.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1912
JOB TITLE: Patient Services Specialist I
CREATION DATE: 12/12/09
REVISION DATE:
FLSA STATUS: NON-EXEMPT

JOB SUMMARY:

The Patient Services Specialist I creates a positive patient experience by consistently exceeding expectations in customer service and patient care, by coordinating clerical and medical activities of a healthcare team, patient registration activities, and facilitating access to UTMB services for new and returning patients.

ESSENTIAL JOB FUNCTIONS:

CUSTOMER SERVICE:

- Provides high level customer service in all interactions with internal and external customers.
- Provides direct, professional, and knowledgeable interactions with patients, physicians, referral sources, and the treatment team.
- Answers calls accurately and with exceptional customer service at all times.
- Ensures caller's needs are met and accurate information is obtained.
- Ensures calls are documented and triaged appropriately ensuring patient satisfaction and patient safety. Completes telephone encounter process if appropriate.
- Acts as patient advocate and liaisons with various departments to meet mutual goals.
- Maintains patient confidentiality regarding access to patient and other clinical information via email, computer, fax and mail
- Addresses concerns of patients, provides service recovery, and escalates issues as needed.

SCHEDULING:

- Applies the policies of the clinical entity to schedule appointments.
- Coordinates financial counseling for day surgery
- Completes reminder calls to patients for scheduled appointments
- Educates patient/responsible parties regarding billing process and any additional financial responsibilities including third party benefits information.
- Provides out-of pocket cost estimates to patients
- Counsels patients about unpaid bills.
- Obtains future appointments at time of service for clinic follow-up, referrals, and ancillary services.

ARRIVAL:

- Arrives patients and prepares paperwork/chart for visit.
- Appropriately receipts all monies collected, tokens distributed, and deferments authorized.

REGISTRATION:

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1912
JOB TITLE: Patient Services Specialist I
CREATION DATE: 12/12/09
REVISION DATE:
FLSA STATUS: NON-EXEMPT

- Verifies, ensures eligibility, and pre-registers patients by obtaining patient demographics and third party coverage(s) at every encounter.
- Obtains and documents information required for third party reimbursement.
- Ensures compliance with Medicare and third party coverage.
- Communicates with patient, referral source, UTMB physician and clinical staff regarding any obstacle to access or authorization

DISPOSITION:

- Fully dispositions each patient within the designated timeline.
- Adheres to internal controls established for department.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.
- Reads all OSA Announcements and relevant communications relating to job duties.
- Successfully completes competency based training and testing on an annual basis.
- Prioritizes and completes all work in an accurate, effective and efficient manner.
- Locks office and secures files containing money or confidential information when away from workstation. Properly disposes of printed patient information, logs off computer when leaving workstation and keeps passwords confidential.
- Participates in team meetings/activities and supports the philosophy and goals of the team/department.
- Reads all OSA Announcements and relevant communications relating to job duties.
- Successfully completes competency based training and testing on an annual basis.
- Prioritizes and completes all work in an accurate, effective and efficient manner.

REQUIRED EDUCATION / EXPERIENCE:

Bachelor's Degree and no experience or High School or equivalent and 2 years customer service and/or clerical experience.

EQUIPMENT:

Standard office equipment.

WORKING ENVIRONMENT/LOCATION OF POSITION:

Standard hospital, clinical and/or office environment.

OTHER:

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1912
JOB TITLE: Patient Services Specialist I
CREATION DATE: 12/12/09
REVISION DATE:
FLSA STATUS: NON-EXEMPT

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1911
JOB TITLE: Patient Services Specialist II
CREATION DATE: 12/12/09
REVISION DATE:
FLSA STATUS: NON-EXEMPT

JOB SUMMARY:

The Patient Services Specialist II has advanced Patient Services Specialist skills and is proficient in independently maintaining a positive patient experience by consistently exceeding expectations in customer service and patient care, by coordinating clerical and medical activities of a healthcare team, patient registration activities and facilitating access to UTMB services for new and returning patients.

ESSENTIAL JOB FUNCTIONS:

LEAD RESPONSIBILITIES:

- Ability to function as a team leader.
- Provides peer guidance and leadership.
- Able to effectively triage problems.
- Understand clinic flow to maximize clinic usage to meet patient needs.

CUSTOMER SERVICE:

- Provides high level customer service in all interactions with internal and external customers.
- Provides direct, professional, and knowledgeable interactions with patients, physicians, referral sources, and the treatment team.
- Answers calls accurately and with exceptional customer service at all times.
- Ensures caller's needs are met and accurate information is obtained.
- Ensures calls are documented and triaged appropriately ensuring patient satisfaction and patient safety. Completes telephone encounter process if appropriate.
- Acts as patient advocate and liaisons with various departments to meet mutual goals.
- Maintains patient confidentiality regarding access to patient and other clinical information via email, computer, fax and mail
- Addresses concerns of patients, provides service recovery, and escalates issues as needed.

SCHEDULING:

- Applies the policies of the clinical entity to schedule appointments.
- Coordinates financial counseling for day surgery
- Completes reminder calls to patients for scheduled appointments
- Educates patient/responsible parties regarding billing process and any additional financial responsibilities including third party benefits information.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1911
JOB TITLE: Patient Services Specialist II
CREATION DATE: 12/12/09
REVISION DATE:
FLSA STATUS: NON-EXEMPT

- Provides out-of pocket cost estimates to patients
- Counsels patients about unpaid bills.
- Obtains future appointments at time of service for clinic follow-up, referrals, and ancillary services.

ARRIVAL:

- Arrives patients and prepares paperwork/chart for visit.
- Appropriately receipts all monies collected, tokens distributed, and deferments authorized.

REGISTRATION:

- Verifies, ensures eligibility, and pre-registers patients by obtaining patient demographics and third party coverage(s) at every encounter.
- Obtains and documents information required for third party reimbursement.
- Ensures compliance with Medicare and third party coverage.
- Communicates with patient, referral source, UTMB physician and clinical staff regarding any obstacle to access or authorization.

DISPOSITION:

- Fully dispositions each patient within the designated timeline.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.
- Reads all OSA Announcements and relevant communications relating to job duties.
- Successfully completes competency based training and testing on an annual basis.
- Prioritizes and completes all work in an accurate, effective and efficient manner.
- Adheres to internal controls established for department.
- Locks office and secures files containing money or confidential information when away from workstation. Properly disposes of printed patient information, logs off computer when leaving workstation and keeps passwords confidential.
- Participates in team meetings/activities and supports the philosophy and goals of the team/department.

REQUIRED EDUCATION / EXPERIENCE:

Bachelors Degree and one year experience or High School or equivalent and three years clerical or customer service experience.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1911
JOB TITLE: Patient Services Specialist II
CREATION DATE: 12/12/09
REVISION DATE:
FLSA STATUS: NON-EXEMPT

EQUIPMENT:

Standard office equipment.

WORKING ENVIRONMENT/LOCATION OF POSITION:

Standard hospital, clinical and/or office environment.

OTHER:

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1910
JOB TITLE: Patient Services Specialist Supervisor
CREATION DATE: 12/12/09
REVISION DATE: 8/31/13
FLSA STATUS: EXEMPT

JOB SUMMARY:

The Patient Services Specialist Supervisor has advanced Patient Services Specialist skills and is an expert in independently maintaining a positive patient experience by consistently exceeding expectations in customer service and patient care, by coordinating clerical and medical activities of a healthcare team, patient registration activities and facilitating access to UTMB services for new and returning patients.

ESSENTIAL JOB FUNCTIONS:

SUPERVISOR RESPONSIBILITIES:

- Assist manager with day-to-day operation of clinic(s).
- Supervises, directs and evaluates Patient Services Specialist personnel.
- Provides feedback to manager regarding Patient Services Specialist personnel.

CUSTOMER SERVICE:

- Provides high level customer service in all interactions with internal and external customers.
- Provides direct, professional, and knowledgeable interactions with patients, physicians, referral sources, and the treatment team.
- Answers calls accurately and with exceptional customer service at all times.
- Ensures caller's needs are met and accurate information is obtained.
- Ensures calls are documented and triaged appropriately ensuring patient satisfaction and patient safety. Completes telephone encounter process if appropriate.
- Acts as patient advocate and liaisons with various departments to meet mutual goals.
- Maintains patient confidentiality regarding access to patient and other clinical information via email, computer, fax and mail
- Addresses concerns of patients, provides service recovery, and escalates issues as needed.

SCHEDULING:

- Applies the policies of the clinical entity to schedule appointments.
- Coordinates financial counseling for day surgery
- Completes reminder calls to patients for scheduled appointments

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1910
JOB TITLE: Patient Services Specialist Supervisor
CREATION DATE: 12/12/09
REVISION DATE: 8/31/13
FLSA STATUS: EXEMPT

- Educates patient/responsible parties regarding billing process and any additional financial responsibilities including third party benefits information.
- Provides out-of pocket cost estimates to patients
- Counsels patients about unpaid bills.
- Obtains future appointments at time of service for clinic follow-up, referrals, and ancillary services.

ARRIVAL:

- Arrives patients and prepares paperwork/chart for visit.
- Appropriately receipts all monies collected, tokens distributed, and deferments authorized.

REGISTRATION:

- Verifies, ensures eligibility, and pre-registers patients by obtaining patient demographics and third party coverage(s) at every encounter.
- Obtains and documents information required for third party reimbursement.
- Ensures compliance with Medicare and third party coverage.
- Communicates with patient, referral source, UTMB physician and clinical staff regarding any obstacle to access or authorization.

DISPOSITION:

- Fully dispositions each patient within the designated timeline.

MARGINAL OR PERIODIC JOB FUNCTIONS:

- Performs related duties as required.
- Reads all OSA Announcements and relevant communications relating to job duties.
- Successfully completes competency based training and testing on an annual basis.
- Prioritizes and completes all work in an accurate, effective and efficient manner.
- Adheres to internal controls established for department.
- Locks office and secures files containing money or confidential information when away from workstation. Properly disposes of printed patient information, logs off computer when leaving workstation and keeps passwords confidential.
- Participates in team meetings/activities and supports the philosophy and goals of the team/department.
- Works Independently.
- Displays critical thinking.

**UNIVERSITY OF TEXAS MEDICAL BRANCH
JOB DESCRIPTION**

JOB CODE: 1910
JOB TITLE: Patient Services Specialist Supervisor
CREATION DATE: 12/12/09
REVISION DATE: 8/31/13
FLSA STATUS: EXEMPT

- Able to triage problems.

REQUIRED EDUCATION / EXPERIENCE:

Bachelors Degree and two years experience or High School or equivalent and five years clerical or customer service experience.

EQUIPMENT:

Standard office equipment.

WORKING ENVIRONMENT/LOCATION OF POSITION:

Standard hospital, clinical and/or office environment.

OTHER:

Specific job requirements or physical location of some positions allocated to this classification, may render this position security sensitive, and thereby subject to the provisions of Section 51.215, Texas Education Code.

ANY QUALIFICATIONS TO BE CONSIDERED AS EQUIVALENTS IN LIEU OF STATED MINIMUMS REQUIRE THE PRIOR APPROVAL OF THE VICE PRESIDENT FOR HUMAN RESOURCES AND EMPLOYEE SERVICES.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION UNIVERSITY

FORM J: ASSESSMENT NARRATIVE

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source
http://www.bls.gov/regions/southwest/tx	03/29/16
http://www.dshs.state.tx.us/ph/county.shtm	03/29/16
http://datawarehouse.hrsa.gov/tools/analyzers/hpsafind.aspx	03/30/16
http://datawarehouse.hrsa.gov/tools/analyzers/muafind.aspx	03/31/16
https://www.dshs.state.tx.us/Texas-Medical-Shortage-Area-Designations.shtm	04/01/16
http://healthdata.dshs.texas.gov/HealthFactsProfiles	04/02/16

Part B

The UTMB Regional Maternal and Child Health Program (RMCHP) welcomes all Texas residents but targets services in two DSHS Regions; 6/5S and Health Service Region (HSR) 11. In HSR 6/5S, rural counties are: Colorado, Matagorda, Walker, and Wharton. The remaining 12 counties are considered urban and include: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, and Waller. HSR 11 includes all four border counties with Hidalgo and Cameron being urban, and Willacy and Starr as rural areas.

The 2013 population in our HSR 6/5S service area was 6,862,329. It is distributed per ethnicity as 38.8 % White, 17.1 % Black, 35.6 % Hispanic, and 8.4 % other races. The age distribution is comparable to the State, with 22.4% 0-14 years; 43.3% 15-44 years; and 34.4 % greater than 45 years. The gender distribution is similar to the state average. The median income exceeds the Texas (\$43,862) average in 3 of the 7 counties. The salary ranges of the 4 counties we have clinics located in this region are below the Texas average (\$39,941-\$47,186). In 2013, there were 1,752,869 uninsured people ages 0-64, with 23.6% living in poverty. The unemployment rate ranged from 5.4 to 10.3 % as compared to the state rate of 6.2 %. There were 1,550,884 people living below the poverty level, representing 16.6%, less than the state average of 17.5%.

This area has 101,878 of the Texas total births, 2.6 % were to adolescents and 42.3% to unmarried mothers, both slightly less than the Texas average. Only 60.6% of mothers received early prenatal care, below the Texas average of 62.5%. The fertility rate in this area is equal to the Texas rate.

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

In 2013, death rates from all causes in this region ranged between 599.6 and 988.8. Fort Bend at 599.6 and Harris County at 737.2 were below the Texas rate. Sexually transmitted infections rates were higher than the state rate in Jefferson and Harris Counties. Pertussis rates are lower than Texas averages. TB rates in Harris exceed the Texas rates.

Health care infrastructure varies by county: for which, Hardin has no hospitals, Orange county only has 3 hospitals as opposed to Harris which has many locations providing primary care, FQHCs, and >50 hospitals. There were 7,348,148,723 potentially preventable hospitalizations 2008-2013, costing an average of \$2,346 per resident. The RMCHP has 2 family planning clinics (Katy and Pasadena) located in this area.

The 2013 population in our PHR 11 service area was 2,197,007 people. It is 14% Caucasian, 1.1% Black, 83.4% Hispanic, and 1.5% other races. This region is younger than the state with 34% younger than 15 and 42.1% aged 15-44. The population is 49.1% male and 50.9% female. The average income is significantly below the Texas average, at \$28,953 with the state's \$43,862. There were 724,667 uninsured, ages 0-64, 47.2 %, slightly above the state average. Unemployment rate is 8.6, above the Texas average of 6.2%. 632,082 people lived below poverty, 29.4% of the total population, significantly higher than the state average of 17.1%.

Adolescents had 5.2 % of births, 49.5% to unmarried mothers, both higher than Texas average. Mothers receiving early prenatal care were 67.6 %, slightly higher than the state average. The fertility rate in this area is significantly above the Texas average 84.9 % as compared to the state's 69.8 %.

In 2013, death rates from all causes in this region was at 695.3. Sexually transmitted infections rates were lower than the Texas rates. Rates for TB, between 9.8 and 38.5, are higher than the Texas rate of 5.9.

Health care infrastructure varies by county: Cameron and Hidalgo Counties having primary care, FQHCs and multiple hospitals. Starr and Willacy have rural health centers. There were 41,787 potentially preventable hospitalizations in 2008-2013 averaging \$2,984 per resident. Our existing clinics focus on increasing access to care by increasing the availability of health care professionals for primary care and preventive health services. There are currently DSHS funded family planning clinics in all counties, the RMCHP being the only site in Hidalgo. All counties are designated at least partial MUA and HPSA.

The UTMB RMCHP are the medical homes for women within our system. The RMCHP provides women's services to Title V, DSHS Family Planning, and Medicaid/CHIP-P eligible women in East and South East Texas with our staff of physicians, certified nurse midwives, nurse practitioners, physician assistants, and nurses. The RMCHP health care providers function within practice guidelines to provide comprehensive and coordinated health services. In part, we are able to accomplish this through the extensive UTMB referral network and consultative capabilities. We benefit from and contribute to the University's support systems.

In Fiscal Year 2015 we provided 181,463 combined visits for family planning services, obstetrical care, women and child primary health care services including dysplasia services. UTMB Regional Maternal and Child Health program provides care at our sites located in Agleton, Beaumont, Conroe, Dickinson, Galveston, Katy, McAllen, New Caney, Orange, Pasadena, Pearland, Sugar Land and Texas City. We have expanded clinic hours in all except two of our sites to increase the capacity without additional capital expenditures

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

or rent. The two sites mentioned above, their hours were not expanded due to safety concerns.

We target health care services to patients from the counties included in Form B in this application. It is important to point out that except Trinity and Hardin Counties all other counties have population or facility HPSA designation. Our clientele is a low income population of women and children who has limited access to care due to lack of insurance and in many of the less populated communities because of a lack of health care facilities. There may be more health care resources in the more populated communities; however, limited English proficiency, lack of sophistication in accessing resources and limited literacy are barriers to access even when private facilities exist.

Currently, we have expanded our care not only during pregnancy, but through the women's life continuum. Some of our clinic's also provide pediatric care. To some of our patients, we provide their sole source of health care.

To discuss gaps in resources, we will first describe barriers to care and our attempts to reduce the barriers that exist. The UTMB Regional Maternal and Child Health Program provides services to a culturally diverse population. Many of the patients seen within the RMCHP have the potential for some type of barrier to access issue by virtue of their socio-economic, physical, or immigration status. Considerable resources have been brought to the program to address these issues. Using the "one-stop shopping" model, the RMCHP clinics are co-located with other health and human services to help alleviate transportation difficulties. The clinics are located on local bus routes, when available, and in neighborhoods where our patients live. If patients need help with transportation for delivery or high risk appointments, our nurses work to find assistance with bus fares, mileage reimbursement, Medicaid transportation, taxicabs or when appropriate, ambulance transport. Each clinic is ADA accessible for those with mobility challenges, and most clinics offer extended hours for those who want services after work. We employ English/Spanish bilingual professional and support staff in every clinic so that patients can speak their primary language throughout the visit and be cared for by those who are culturally competent. All clinics have access to the language line and sign language services are available for the deaf. We also have provisions for the disabled clients. Walk-in and telephone patients are triaged by professional staff and when appropriate, are seen immediately.

The gaps that we have not been able to totally bridge include the lack of childcare services, transportation, public awareness of our services, and fear of deportation for our undocumented patients. Our goal is to provide family planning services to more women in the communities we serve as well as the further expansion of primary care. The additional funds can help us expand and continue our care to provide patients with needs for health care maintenance, to include contraceptive and dysplasia services, pap tests, clinical breast exams, preconception health screenings, immunizations, mammograms, and management of STIs. We also hope to promote our services through community outreach and health promotion through the use of our community health workers and other staff members. It is our hope that with this funding, many of these gaps can be eliminated or minimized.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 1 of 13 RMCHP Angleton

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 2 of 13 RMCHP Beaumont

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 3 of 13 RMCHP Conroe

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 4 of 13 RMCHP Dickinson

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 5 of 13 RMCHP Galveston

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 6 of 13 RMCHP Katy

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 7 of 13 RMCHP McAllen

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 8 of 13 RMCHP New Caney

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 9 of 13 RMCHP Orange

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 10 of 13 RMCHP Pasadena

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 11 of 13 RMCHP Pearland

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 12 of 13 RMCHP Sugar Land

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 13 of 13 RMCHP Texas City

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 1 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Angleton						
Street Address:	1108 A. East Mulberry				Suite :		
City:	Angleton	County:	Brazoria	Zip Code:	77515	HSR:	6/5
Clinic APPOINTMENT Phone #: 409-266-1888							
Clinic PRIMARY Phone #: 409-266-1888 Fax: 979-849-1094							
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.						
Contact Person: Dawn Short, MBA, MSN, CNM							
Pharmacy License #:		13508		Class:		D	
TPI#:		138740924 Clinic		NPI#:		1144526591 Clinic	
Submission date of Medicaid Application:							
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	5pm	7pm
TUESDAY	8am	12pm	1pm	5pm		
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 2 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Beaumont				
Street Address:	950 Washington Blvd			Suite :	
City:	Beaumont	County:	Jefferson	Zip Code:	77705 HSR: 6/5
Clinic APPOINTMENT Phone #: 409-266-1888					
Clinic PRIMARY Phone #: 409-266-1888			Fax: 409-833-9575		
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person: Kathy Moff, RN, MSN, FNP-C					
Pharmacy License #: 13852		Class: D			
TPI#: 138740929 Clinic			NPI#: 1861791352 Clinic		
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Mobile Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm		
TUESDAY	8am	12pm	1pm	5pm		
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 3 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Conroe						
Street Address:	701 East Davis				Suite :		
City:	Conroe	County:	Montgomery	Zip Code:	77301	HSR:	6/5
Clinic APPOINTMENT Phone #:	409-266-1888						
Clinic PRIMARY Phone #:	409-266-1888		Fax:	936-539-4668			
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.						
Contact Person:	Cynthia Dunahoe, WHCNP, MSN						
Pharmacy License #:	14984	Class:	D				
TPI#:	138740925 Clinic			NPI#:	1306145727 Clinic		
Submission date of Medicaid Application:							
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No					
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm		
TUESDAY	8am	12pm	1pm	5pm	5pm	7pm
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 4 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Dickinson				
Street Address:	3826 Hughes Court			Suite:	104
City:	Dickinson	County:	Galveston	Zip Code:	77539 HSR: 6/5
Clinic APPOINTMENT Phone #:	409-266-1888				
Clinic PRIMARY Phone #:	409-266-1888		Fax:	281-534-4598	
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person:	LaQueisha Hamilton, FNP, MSN				
Pharmacy License #:	16240	Class:	D		
TPI#:	280006201 Clinic		NPI#:	1013216506 Clinic	
Submission date of Medicaid Application:					
Subcontractor Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		
Mobile Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	5pm	7pm
TUESDAY	8am	12pm	1pm	5pm		
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 5 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Galveston						
Street Address:	301 University Blvd UHC, Rt 1359				Suite:	7.404	
City:	Galveston	County:	Galveston	Zip Code:	77555	HSR:	6/5
Clinic APPOINTMENT Phone #: 409-266-1888							
Clinic PRIMARY Phone #: 409-266-1888				Fax: 409-747-4947			
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.						
Contact Person: Brenda Pickhardt, CNM, MSN							
Pharmacy License #:		07153		Class:		D	
TPI#:		280287801 Clinic		NPI#:		1689973018 Clinic	
Submission date of Medicaid Application:							
Subcontractor Site:		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
Mobile Site:		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm		
TUESDAY	8am	12pm	1pm	5pm	5pm	7pm
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 6 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Katy				
Street Address:	511 Park Grove Drive			Suite :	
City:	Katy	County:	Harris	Zip Code:	77450 HSR: 6/5
Clinic APPOINTMENT Phone #:	409-266-1888				
Clinic PRIMARY Phone #:	409-266-1888		Fax:	281-398-8175	
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person:	Melony Hicks, WHCNP				
Pharmacy License #:	19667	Class:	D		
TPI#:	138740931 Clinic		NPI#:	1588963979 Clinic	
Submission date of Medicaid Application:					
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm		
TUESDAY	8am	12pm	1pm	5pm		
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm	5pm	7pm
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 7 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP McAllen				
Street Address:	620 South Broadway			Suite:	
City:	McAllen	County:	Hidalgo	Zip Code:	78503 HSR: 11
Clinic APPOINTMENT Phone #: 956-686-4224					
Clinic PRIMARY Phone #: 956-686-4224 Fax: 956-994-9969					
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person: Myra Guerra, PA-C					
Pharmacy License #:		28192	Class:		D
TPI#:		293732801	NPI#:		1952662066 Clinic
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Mobile Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
2 MONDAYS	8am	12pm	1pm	5pm		
2 MONDAYS	10am	12pm	1pm	5pm	5pm	7pm
TUESDAY	7:30am	12pm	1pm	5pm	5pm	6pm
WEDNESDAY	7:30am	12pm	1pm	5pm	5pm	6pm
THURSDAY	7:30am	12pm	1pm	5pm	5pm	6pm
FRIDAY	7:30am	12pm	1pm	5pm	5pm	6pm
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	184					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 8 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP New Caney					
Street Address:	21134 US Hwy 59				Suite :	
City:	New Caney	County:	Montgomery	Zip Code:	77357	HSR: 6/5
Clinic APPOINTMENT Phone #:	281-577-8966					
Clinic PRIMARY Phone #:	281-577-8966		Fax:	281-577-8991		
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.					
Contact Person:	Cynthia Dunahoe, WHCNP, MSN					
Pharmacy License #:	15690	Class:	D			
TPI#:	138740931 Clinic			NPI#:	1942506886 Clinic	
Submission date of Medicaid Application:						
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No				
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No				

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm		
TUESDAY	8am	12pm	1pm	5pm	5pm	6pm
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 9 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Orange				
Street Address:	2014 North 10 th Street			Suite :	
City:	Orange	County:	Orange	Zip Code:	77630 HSR: 6/5
Clinic APPOINTMENT Phone #:	409-266-1888				
Clinic PRIMARY Phone #:	409-266-1888		Fax:	409-883-3147	
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person:	Tracy Peveto, FNP, MSN				
Pharmacy License #:	13932	Class:	D		
TPI#:	214005501 Clinic		NPI#:	1053617993 Clinic	
Submission date of Medicaid Application:					
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm		
TUESDAY	8am	12pm	1pm	5pm		
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 10 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Pasadena				
Street Address:	3737 Red Bluff			Suite:	150
City:	Pasadena	County:	Harris	Zip Code:	77503 HSR: 6/5
Clinic APPOINTMENT Phone #:	409-266-1888				
Clinic PRIMARY Phone #:	409-266-1888		Fax:	713-473-7160	
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person:	Susan Stone, CNM, FNP, DNP				
Pharmacy License #:	15900	Class:	D		
TPI#:	138740927 Clinic		NPI#:	1467751024 Clinic	
Submission date of Medicaid Application:					
Subcontractor Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		
Mobile Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:30am	12pm	1pm	5pm	5pm	6pm
TUESDAY	7:30am	12pm	1pm	5pm	5pm	6pm
WEDNESDAY	7:30am	12pm	1pm	5pm	5pm	6pm
THURSDAY	7:30am	12pm	1pm	5pm	5pm	6pm
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	184					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 11 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Pearland				
Street Address:	2750 East Broadway			Suite:	
City:	Pearland	County:	Brazoria	Zip Code:	77581 HSR: 6/5
Clinic APPOINTMENT Phone #:	409-266-1888				
Clinic PRIMARY Phone #:	409-266-1888		Fax: 281-485-3506		
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person:	Jennifer Karner, WHCNP, DNP				
Pharmacy License #:	15899	Class:	D		
TPI#:	138740930 Clinic		NPI#:	1609175025 Clinic	
Submission date of Medicaid Application:					
Subcontractor Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		
Mobile Site:	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	7:30am	12pm	1pm	5pm	5pm	6pm
TUESDAY	7:30am	12pm	1pm	5pm	5pm	6pm
WEDNESDAY	7:30am	12pm	1pm	5pm	5pm	6pm
THURSDAY	7:30am	12pm	1pm	5pm	5pm	6pm
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	184					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 12 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Sugar Land						
Street Address:	14823 SW Freeway				Suite :		
City:	Sugar Land	County:	Fort Bend	Zip Code:	77478	HSR:	6/5
Clinic APPOINTMENT Phone #:	409-266-1888						
Clinic PRIMARY Phone #:	409-266-1888		Fax:	281-277-0878			
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.						
Contact Person:	Elizabeth Ortiz, WHNP-BC, MSN						
Pharmacy License #:	15608	Class:	D				
TPI#:	017649702 Clinic			NPI#:	1962701383 Clinic		
Submission date of Medicaid Application:							
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No					
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	5pm	7pm
TUESDAY	8am	12pm	1pm	5pm		
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Clinic Site # 13 of 13

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name:	RMCHP Texas City				
Street Address:	2000 Texas Avenue			Suite :	
City:	Texas City	County:	Galveston	Zip Code:	77590 HSR: 6/5
Clinic APPOINTMENT Phone #:	409-266-1888				
Clinic PRIMARY Phone #:	409-266-1888		Fax:	409-643-8367	
Service Area (counties to be served):	Any Texas resident is welcome and served in the Regional Maternal and Child Health Program.				
Contact Person:	Shauntrell Sarvaunt, FNP, MSN				
Pharmacy License #:	17460	Class:	D		
TPI#:	283723901 Clinic		NPI#:	1326347741	
Submission date of Medicaid Application:					
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	5pm	7pm
TUESDAY	8am	12pm	1pm	5pm		
WEDNESDAY	8am	12pm	1pm	5pm		
THURSDAY	8am	12pm	1pm	5pm		
FRIDAY	8am	12pm	1pm	5pm		
SATURDAY	Closed					
SUNDAY	Closed					
TOTAL HRS/MONTH	168					

FORM L: STAFF DEVELOPMENT PLAN

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

Dr. Marlo Cochran, RMCHP Administrative Director, is responsible for staff development. RMCHP Regional Directors, Dawn Short, MBA, MSN, CNM and Maria Patawaran, RNC, WHCNP, DNP, also help with the development, coordination, and delivery of staff development activities throughout the RMCHP. To further assist with training, the RMCHP employs one clerical trainer, Kim Johnson who works with our clerical personnel on billing and eligibility activities. For the nursing and medical assistant staff, Michelle Millard, RN, MSN, serves as the clinical nurse educator. Ms. Millard's role is to further develop the clinical staff's knowledge and skill level during orientation and assure clinical role competency and standardization in the various health services that the RMCHP provides. Both Johnson and Millard either through telehealth, email, or face to face interactions assist with all staff competency per the individual's defined scope of work.

2. Identify specific training that will be used for eligibility and billing staff.

The RMCHP employs one clerical trainer who is responsible for providing education and instruction on the clerical and clinic manager functions in the clinics. Staff training sessions include: financial screening and eligibility, Epic appointment scheduling, arriving and dispositioning, billing, medical records, and facility management. Often times, she trains the clinic manager who is then responsible for the training of her clerical staff. She updates the RMCHP billing manual as needed.

Information is presented face to face, via televideo, email, and/or RMCHP billing manual. She reports to the RMCHP Administrative Director. At least monthly, the administrative and regional directors meet with her to determine which clinics and what eligibility and/or billing problems exists and what training needs to occur to rectify those findings. She also actively talks to members of the RMCHP billing team and UTMB Revenue Cycle Operations. In these discussions, billing problems/trends that are identified are reviewed, and the findings are then taken back to the clinic in which they occurred. In addition, the administrative director herself meets with the Revenue Cycle Operations team 2x/month. She also works with the trainer and managers directly to resolve all problems identified.

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

The clinic managers are responsible for training new clerical staff on eligibility and billing. New employees are educated regarding eligibility for the various programs as a component of the orientation process. New employees observe eligibility screening and then perform it themselves with a proficient employee until the clinic manager is comfortable with their knowledge and skill. New employees must demonstrate competency prior to screening or billing independently. One hundred percent record review is conducted until the clinic manager is assured that screening and/or billing documents are accurate. All new employees are also required to read the RMCHP policies and procedures that discuss eligibility and billing.

Eligibility and billing is also part of the ongoing quality monitoring program. When standards are not met, the clinic directors and managers develop and implement an action plan, usually involving education. If an indicator does not meet the 90% standard, technical assistance can be provided to the manager who then is responsible for educating the staff.

Ms. Johnson will be assisting with the required twice a year training of all staff on HTW eligibility screening and application procedures. Plans are already underway to develop the appropriate tools in order for this to occur. In collaboration with the administrative and regional directors, she will also assist with the one time training for the front line staff on HTW Program objectives, program eligibility, and services offered through this funding source.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings. Training needs assessments are conducted as part of the evaluation process with all RMCHP educational programs. Once a year, a staff development Survey Monkey is completed. The data gathered from these needs assessments are considered when planning future educational endeavors. Staff is also invited to make suggestions via email or phone for additional training opportunities when needed. Annually at the time of staff performance evaluation, the direct supervisor observes each individual's performance while using the job specific competency based objectives. From this assessment, additional learning needs may be discovered. Leadership also anticipates some learning needs, for example, program, policy and procedure changes, and evidenced based medical changes that need to be incorporated into practice. Inservices are provided before the changes are implemented.

Some staff development programs are required annually due to their importance to patients, staff and the institution. The UTMB RMCHP mandatory in-services

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

include environmental health and safety, CPR (2 years), infection control/universal precautions, compliance training, confidentiality, telephone professionalism, reporting child abuse, and training on providing counseling to minors on how to resist coercion. The RMCHP will assure that the required HTW Program and LARC guidelines trainings will be completed as specified in this proposal.

Quality monitoring audits are done monthly. Indicators that fail to meet the RMCHP 90% standard require an action plan to be developed and followed up for their sustainability. Most often the action plan developed involves education of staff. The extensive administrative audits evaluate both clinical and clerical processes in the clinics. When deficiencies are found, technical assistance is provided at the time, and clinic leaders are then responsible for educating their staff. UTMB utilizes the Patient Safety Net, an online occurrence reporting system. Data from the patient safety net is reviewed at the quarterly QM meetings. When trends are identified, education is provided to the staff, and further monitoring of the indicators occurs to assure compliance.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services. RMCHP employees receive annual performance appraisals conducted by their immediate supervisor. Employees new to the UTMB system are evaluated at 6-months and then evaluated annually. The general categories of the performance appraisal focus on UTMB core behaviors: professionalism, teamwork, improvement, service orientation, and performance orientation. The job specific section of the performance appraisal evaluates the individual's performance in meeting the specific standards set for that job. Each July, all supervisors assess each employee's competence by observing the employee's performance of the critical components of the job. Both the employee and the supervisor document that competency. Progress in meeting individual and organizational goals is evaluated. Progress towards previous goals is reviewed at least annually. Goals for the upcoming year are set jointly between the employee and supervisor. Supervisors promote individual growth and development by providing the resources needed to support the individual in achieving their goals. Written comments are strongly encouraged. Supervisors discuss actual versus expected performance, reasons for success, and causes for discrepancies. Failure to meet the acceptable job performance standards results in clarification of expectations and the reevaluation of performance in 60-90 days. Failure to meet the standards will result in discipline up to and including termination.

During orientation, all employees complete a self-assessment of competence. The supervisor reviews the employee's self-assessment and guides the employee to select

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

learning options to help meet the competencies. One of the areas of competence will be the HTW grant program requirements and LARC guidelines. New employees must demonstrate their competence prior to working independently. Upon completion of the orientation period, the competencies must be observed by the supervisor and successfully mastered by the employee.

As evidenced by the answers listed in questions 2-4, the staff development plan is a fluid document that can be immediately modified based on the changes or problems that are occurring within the Program. Each week, the Administrative Director emails to all RMCHP employees a short document that discusses changes that all employees should be aware of. One hour staff meetings are conducted 2x/month, where training sessions identified by program personnel or the clinic director/manager can be reviewed. Short training sessions that are pertinent to all clinic staff may be done by the central office via telehealth during this time frame. For more in depth training, staff may work individually with the clerical trainer or nurse educator, clinic manager, clinic director, or regional director until that skill is mastered. Thus staff development is constant and a priority within the RMCHP.

NOTE: If specific LARC methods are provided through referral only, respondent must include this information in the Staff Development Plan and respondent will be exempted from the training requirements for that specific LARC method.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
July 2016	Clinic Director Meeting	RMCHP leadership	√	
	Orientation	Clinic Director	√	
	Staff Meeting	Clinic Director	√	
	Clinic Manager Meeting	Clinic Director	√	
	Weekly Relays	Clerical Trainer	√	
	M&M/Grand Rounds	Admin Director	√	
		Chairman of OB/GYN	√	
	HTW Orientation to Program	RMCHP leadership & Clerical Trainer	√	
	M&M/Grand Rounds			
	UTMB annual training: fire & safety, compliance, infection control, telephone professionalism, universal precautions	On-line Training Deadline	√	
	All RMCHP employee performance evaluations due	RMCHP leadership	√	
August 2016	Clinic Director Meeting	RMCHP leadership	√	
	Orientation	Clinic Director	√	
	Staff Meeting	Clinic Director	√	
	Clinic Manager Meeting	Clinic Director	√	
	Weekly Relays	Clerical Trainer	√	
	M&M/Grand Rounds	Admin Director	√	
		Chairman of OB/GYN	√	
	LARC Training	Dawn Short, CNM	√	
	HTW Program	Clerical Trainer		
	Screening			
September 2016	Clinic Director Meeting	RMCHP leadership	√	
	Orientation	Clinic Director	√	
	Staff Meeting	Clinic Director	√	

	Weekly Relays M&M/Grand Rounds	Clinic Director Admin Director Chairman of OB/GYN Regional Director	√ √ √ √	
	Abuse and Neglect Inservice HTW Program Screening	Clerical Trainer	√	
October 2016	Clinic Director Meeting Orientation Staff Meeting Clinic Manager Meeting Weekly Relays M&M/Grand Rounds	RMCHP leadership Clinic Director Clinic Director Clerical Trainer Admin Director Chairman of OB/GYN Regional Director	√ √ √ √ √ √ √	
	IUDs, a cost effective method. HTW Program Screening	Clerical Trainer	√	
November 2016	Clinic Director Meeting Orientation Staff Meeting Weekly Relays M&M/Grand Rounds	RMCHP leadership Clinic Director Clinic Director Admin Director Chairman of OB/GYN	√ √ √ √ √ √	
	Review of revised practice guidelines	RMCHP Leadership		
December 2016	Clinic Director Meeting Orientation Clinic Manager Meeting Staff Meeting Weekly Relays M&M/Grand Rounds	RMCHP leadership Clinic Director Clerical Trainer Clinic Director Admin Director Chairman of OB/GYN	√ √ √ √ √ √ √	
	LARC Training	Dawn Short, CNM		
January 2017	Clinic Director Meeting Orientation Staff Meeting Weekly Relays M&M/Grand Rounds	RMCHP leadership Clinic Director Clinic Director Admin Director Chairman of OB/GYN	√ √ √ √ √ √	
	HIV update	Regional Director	√	

February 2017	Clinic Director Meeting Orientation Staff Meeting Clinic Manager Meeting Weekly Relays M&M/Grand Rounds Identifying Sexual Coercion	RMCHP leadership Clinic Director Clinic Director Clerical Trainer Admin Director Chairman of OB/GYN Regional Director	√ √ √ √ √ √ √	
March 2017	Clinic Director Meeting Orientation Staff Meeting Weekly Relays M&M HTW Program Screening	RMCHP leadership Clinic Director Clinic Director Admin Director Chairman of OB/GYN Clerical Trainer	√ √ √ √ √ √ 	
April 2017	Clinic Director Meeting Orientation Staff Meeting Weekly Relays M&M/Grand Rounds	RMCHP leadership Clinic Director Clinic Director Admin Director Chairman of OB/GYN Regional Director	√ √ √ √ √ √ 	
May 2017	Clinic Director Meeting Orientation Staff Meeting Weekly Relays M&M/Grand Rounds	RMCHP leadership Clinic Director Clinic Director Admin Director Chairman of OB/GYN Regional Director	√ √ √ √ √ √ 	
June 2017	Clinic Director Meeting Orientation Staff Meeting Weekly Relays M&M/Grand Rounds HIV update	RMCHP leadership Clinic Director Clinic Director Admin Director Chairman of OB/GYN Regional Director	√ √ √ √ √ √ 	
July 2017	Clinic Director Meeting Orientation	RMCHP leadership	√ √	

	Staff Meeting Weekly Relays M&M/Grand Rounds HIV update M&M/Grand Rounds UTMB annual training: fire & safety, compliance, infection control, telephone professionalism, universal precautions All RMCHP employee performance evaluations due	Clinic Director Clinic Director Admin Director Chairman of OB/GYN Regional Director Annual On-line Training Due RMCHP leadership	√ √ √ √ √ √	
August 2017	Clinic Director Meeting Orientation Staff Meeting Weekly Relays M&M/Grand Rounds	RMCHP leadership Clinic Director Clinic Director Admin Director Chairman of OB/GYN	√ √ √ √ √ √	
All RMCHP providers receive continuing education money and 5 education days to use for ongoing education.				

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

The RMCHP community participation/education and outreach plan strives to increase community awareness about available RMCHP services and to provide reproductive health education through outreach activities. RMCHP services promoted include prenatal, child health, family planning, breast & cervical cancer screening and some primary health care services as supported by DSHS Title V, Family Planning, EPHC and BCCS grants. A Regional Director oversees and supports community outreach and education at a program level. The regional director is assisted by a community outreach coordinator. Each clinic director is responsible for community outreach and education at the local level.

Community Participation/Education Outreach strategies specifically for LARCS for FY2017:

- Promote importance of family planning and other program services through media, networking, speaker's bureaus, and health fairs.
- Increase community awareness of family planning and other program services by providing hard to reach populations with bilingual literature.
- Distribute family planning and other program service clinic brochures.
- Enhance and update RMCHP website, as needed, with family planning and other program information and services which links to the Texas Department of State Health Services web site relating to family planning information and national events.
- Increase participation in community outreach and education through participating in monthly community health fairs at university, program, and local levels.
- Participate in and promote, with local schools, activities to increase local teen awareness of available services and provide information and education about family planning.
- Collaborate with local school nurses to educate regarding reproductive health services for adolescents.
- Collaborate with local college health services to promote healthy reproductive behaviors.
- Strengthen partnerships with local women's shelters and other local social service agencies to provide education and services.
- Utilize the addition of Community Health Workers to maximize the impact of all the above outreach strategies to increase community partnership and opportunities to reach additional patients.
- Seek the expertise and reach of UTMB Office of Marketing & Communication to design and maximize the impact of all advertising and collateral material.
- Focus on continuous customer service improvements and utilize our own patients who have had positive experience in our clinics to refer their friends by giving them flyers to "share with a friend."

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

The RMCHP employs 2 Community Health Workers. Their main duty is outreach into the communities served by their assigned clinics. Their focus is to increase awareness of RMCHP clinics and services and increase patient visits. They will be a full time access point to and from the community and will work to increase partnerships with community resources. As a result they will be knowledgeable of available community resources and will be able to help our patient's access additional resources that they may need. Additionally, they will be able to locate additional outreach opportunities to participate in. The Community Health Workers will be responsible to assist with implementation of the outreach strategies outlined above.

Each clinic has a tabletop display board to be used at outreach events. The RMCHP has laptop computers and projectors for conducting education sessions. The RMCHP has developed educational programs, in electronic format that are accessible to clinic personnel. Presentations are appropriate for a wide variety of audiences and presenters both professional and/or lay person.

Implementation occurs from both the local and regional levels. Community Health Workers notify the outreach coordinator when there are local community events, and she assists them by providing literature, promotional material and poster presentations. As the outreach coordinator receives notification of additional local events, she shares the information with other clinics and requests participation from local clinic staff if needed. Event information is also posted on the RMCHP Facebook page in an effort to increase community awareness and participation.

Each community outreach event is evaluated by the participants. Staff submit a monthly roster of outreach activities to the Community Outreach Coordinator. Analysis of the outreach activities is done by the Community Outreach Coordinator and a Regional Director to determine the cost/benefit effectiveness.

The RMCHP participates in many special projects planned or conducted in conjunction with other health care providers or social service agencies. Some examples include: Julie Rogers "Gift of Life" program in Beaumont; Galveston County Teen Parenting Coalition; Texas Oncology Breast Cancer Walk in McAllen; Headstart; Families to Families Mentoring Program; March of Dimes; Literacy Volunteers of Fort Bend County; Angleton Youth and Family Counseling; Rotary Club; Ronald McDonald House Charities; Syphilis Prevention Coalition in the Golden Triangle region, Centering in Pregnancy

In addition to the special projects and collaborations above, planned program activities in FY2017 will include:

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

1. Attending parent resource and health fairs in local schools and universities, as well as those sponsored by other community organizations including health districts and churches.
2. Creating partnerships and resource collaboration with independent school districts, school nurses and junior colleges, supporting and attending events and educational opportunities.
3. Advertising in local media focused on increasing awareness of program services.
4. Use of social media (Facebook & website) to promote community outreach events and program services.
5. Patient to patient, "refer a friend" outreach by providing current patients with flyers and other material to pass on to others and encourage them to visit our clinics.
6. Active canvassing in local communities talking with potential patients in their communities, sharing flyers and brochures in places like apartment complexes, beauty salons, laundromats etc.

All planned activities listed above will promote available services currently supported by HTW and other grant sources.

Our strongest outreach efforts are done by our patients who have had a very good experience in the clinic; word of mouth by our satisfied clients is very effective outreach. Clinics have been successful in reaching new patients by giving flyers to existing patients and asking them to "share with a friend." Outreach through satisfied patients is continually promoted with extensive training for all RMCHP staff on ways to improve customer service.

Each clinic conducts outreach as listed above using flyers, brochures and other collateral material approved by the UTMB Office of Marketing & Communications.

Form M-1: Community Education/Program Promotion Calendar

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

**FY 2017 Community Education/Promotion Calendar
UTMB Regional Maternal and Child Health Program**

Monthly Activities:

- Women's Health lectures at local churches;
- CenteringPregnancy Group Prenatal Care
- Head Start advisory council;
- Monthly Bulletin Boards; postings in the Community
- United Way meetings;
- Rotary Club Meetings,
- Health Education Presentations;
- Health Fairs at local schools/community centers;
- Reach Out and Read;
- Chamber of Commerce Monthly Luncheons;
- Julie Rogers Gift of Life Program;
- Galveston County Parks and Cultural Services and
- Program/clinic flyer distribution.

July 2016:

- **National Health Observances for Potential Promotion and Awareness**
 - Cord Blood Awareness Month
 - National Cleft and Craniofacial Awareness and Prevention Month
 - International Group B Strep Awareness Month
 - World Hepatitis Day
- **Meetings Attended by Clinic Directors**
 - Lion's Club Fundraiser
 - Family Task Force Meeting
 - Orange Syphilis Coalition Meeting
 - South Texas Promotoras Association, Inc. (STPA) meeting attendance
- **Events and Activities**
 - Immunization clinic
- **Education**
 - STI presentation for Starlight Church of God teens
 - Education – “ Rethink the Drink” , target on Teen Obesity
 - Host a Community Hepatitis Awareness Campaign

August 2016:

- **National Health Observances for Potential Promotion and Awareness**

- National Immunization Awareness Month
- National Breastfeeding Week
- National Health Center Week
- **Meetings Attended by Clinic Directors**
 - Fort Bend Health Advisory Board
 - United Way Interagency meeting
 - Meeting with School Nurses
- **Events and Activities**
 - World Breastfeeding week
 - Montgomery County Interagency Health Fair- STI prevention seminar
 - Jefferson County Health Fair
 - Successful Living Program
 - Aldine Community Annual Health Fair
 - Orange WIC Health Fair
- **Education**
 - Sexual responsibility education provided on high school and college campuses
 - Host a breastfeeding education Health Fair in the clinic/ community
 - Invite a hospital lactation consultant to in-service the clinic/community

September 2016:

- **National Health Observances for Potential Promotion and Awareness**
 - Ovarian Cancer Awareness Month
 - Prostate Cancer Awareness Month
 - Suicide Prevention Week
 - Domestic Violence Awareness Month
- **Meetings Attended by Clinic Directors**
 - Contact with school nurses to update on services
 - Contact with local college health services
 - United Way Brazoria County
 - Pregnancy Help Center Brazoria County
 - Montgomery Chamber of Commerce Health Care Committee
 - Women in Network Meeting
 - Boys and Girls Club of Edinburg
- **Events and Activities**
 - Galveston College Health Fair
 - MHMRA Health and Wellness Fair
 - Back to School Bash Montgomery County
 - LaPorte Health and Safety Fair
 - Seaport Village Apartments Health Fair
 - Hidalgo County Women's Health Fair
 - Boys and Girls Club of Edinburg Health Fair
 - "Take a Loved One to the Doctor Day"- Beaumont
 - Back to School Health Fair , Angleton Headstart
 - Back to School Health Fair, Alvin Family Community Center
 - Back to School Health Fair , Pasadena

- Health Fair – Bob Bower’s Civic Center, Beaumont
- **Education**
 - Stafford “The Rose” Lunch & Learn Program
 - Texas City High School teen education
 - Galveston/Harris County Churches Coalition monthly presentation
 - Student Appreciation Day – Lamar State College, Orange

October 2016:

- **National Health Observances for Potential Promotion and Awareness**
 - National Breast Cancer Awareness Month
 - Depression and Mental Health Month
 - Domestic Violence Awareness Month
 - Health Literacy Month
- **Meetings Attended by Clinic Directors**
 - Presentations to County Courthouses
 - Fort Bend Gateway to Care Collaborative Meeting
 - Conroe Chamber of Commerce
 - United Faith Alliance Meeting
 - Texas Association of Concerned Parenthood, Sugar Land
 - ARC of Beaumont
- **Events and Activities**
 - University of Phoenix-West Houston Campus Wellness Fair
 - Trick or Treat Trail Pearland High School.
 - PSJA Parental Involvement Health Fair
 - Hidalgo County Women’s Health Fair
 - Mall of Mainland Health Fair
 - Galveston County Food Bank, Mini Health Fair
 - Buddy Walk, Beaumont
- **Education**
 - Lamar University Health Services Jefferson County
 - Alvin Community College Health Fair

November 2016:

- **National Health Observances for Potential Promotion and Awareness**
 - Great American Smoke Out
 - Prematurity Awareness Month
 - American Diabetes Month
- **Meetings Attended by Clinic Directors**
 - Friendswood Pregnancy Crisis Center Advisory Board
- **Events and Activities**
 - Head Start Health Fair
 - MDA Lock-up in Orange
 - Texas Oncology Walk/Run/Ride
- **Education**
 - Fort Bend ISD PEP lectures
 - Dickinson High School Pregnancy Education and Child Health

- Education lecture
- Career Day at Savannah Lakes Elementary

December 2016:

- **National Health Observances for Potential Promotion and Awareness**
 - National Hand Washing Awareness Week
 - National Influenza Vaccination Week
 - Safe Toys and Gifts Month
 - World AIDS day
- **Meetings Attended by Clinic Directors**
 - Contact local primary care practices to educate them regarding our services
 - Contact with MDACC community outreach personnel
- **Events and Activities**
 - Head Start Health Fair
 - Christmas on the Square, Heart of Angleton
 - Beaumont Housing Authority Health Fair
 - Christmas Posada, Hidalgo County
- **Education**
 - Thurgood Marshall PEP program lecture

Jan 2017

- **National Health Observances for Potential Promotion and Awareness**
 - Cervical Cancer Screening Month
 - National Birth Defect Prevention Month
- **Meetings Attended by Clinic Directors**
 - School Health Advisory Council Meeting
 - Fort Bend County Gateway to Care Meeting
- **Events and Activities**
 - Angleton High School Career Day- presentation
 - Vidor Community Health Fair
 - Pearland Winter Fest
 - Feria De Salud McAllen
- **Education**
 - Early Childhood Program Class for pregnant teens
 - Dickinson High School Pregnancy Education and Child Health Education lecture

February 2017:

- **National Health Observances for Potential Promotion and Awareness**
 - American Heart Month
 - International Prenatal Infection Prevention Month
 - Teen Dating Violence Awareness Month
- **Meetings Attended by Clinic Directors**
 - Community Health Advisors program
 - Child Health Community Partnership

- School Health Advisory Council Meeting
- Katy ISD PEPP Annual Workshop
- **Events and Activities**
 - Community Outreach Day (clinics distribute clinic service flyers in their local communities)
 - Galveston County Teen Parenting Coalition
 - New Life Church Teen Conference on STD Prevention
- **Education**
 - “Making the Grade” middle and high school seminar on STI’s, risks, and effects
 - Dickinson High School Pregnancy Education and Child Health Education lecture

March 2017:

- **National Health Observances for Potential Promotion and Awareness**
 - Colorectal Cancer Awareness Month
 - National Nutrition Month
 - National Kidney Month
 - World Tuberculosis Day
 - Patient Safety Awareness Week
- **Meetings Attended by Clinic Directors**
 - Health Advisory Committee
 - Walker County Healthy Initiative Board of Directors Meeting
 - Female Screening Workshop
 - Inter-coalition meeting Beaumont
- **Events and Activities**
 - Brazoria Health Fair
 - Angleton/Danbury Health Fair
 - Brazosport College Career Fair
 - Galveston County Health Fair
 - Parents Health Fair
 - School presentations and flyer distribution
 - Orange Health Fair
- **Education**
 - Sexual Responsibility Education
 - Galveston ISD Senior Girls Assembly
 - Dickinson High School Pregnancy Education and Child Health Education lecture

April 2017:

- **National Health Observances for Potential Promotion and Awareness**
 - Child Abuse Prevention Month
 - Sexual Assault Awareness and Prevention Month
 - National Infant Immunization Week
 - Alcohol Awareness Month
 - STI Awareness Month

- **Meetings Attended by Clinic Directors,**
 - Katy High School PEP Advisory Meeting
 - Hitchcock ISD HeadStart Parent Meeting
 - TexStep Collaborator's Meeting
 - La Marque ISD /Displaced and Homeless Program Meeting
- **Events and Activities**
 - Initiate Sexual Assault Awareness Prevention activities
 - Immunization Fairs
 - Relay for Life
 - Friend of Youth Campaign
 - Galveston County Teen Parenting Round Up-STI and Birth Control Options seminar
 - Pearland, Bay Area United Way Meeting
 - Galveston- Sante Fe ISD Health Fair
 - Galveston County Teen Parent Coalition Meeting
- **Education**
 - Dickinson High School Pregnancy Education and Child Health Education lecture
 - Public Health Symposium
 - Host an Infant Immunization Education Campaign in Clinic/Community
 - Healthy Family 5th Ward Service Presentation, Katy, Sugar Land
 - Public Health Symposium , UTMB

May 2017:

- **National Health Observances for Potential Promotion and Awareness**
 - Hepatitis Awareness Month
 - Melanoma and Skin Cancer Detection and Prevention Month
 - National Physical Fitness and Sports Month
 - National Teen Pregnancy Prevention Month
 - Pre-eclampsia Awareness Month
- **Events and Activities**
 - National Day to Prevent Teen Pregnancy
 - National Women's Health Care Week Proclamation
 - Friend of Youth Campaign
 - Texas City Annual Employee Workshop/Health Fair
- **Education**
 - Dickinson High School Pregnancy Education and Child Health Education lecture

June 2017:

- **National Health Observances for Potential Promotion and Awareness**
 - Home Safety Month
 - Men's Health Month
- **Meetings Attended by Clinic Directors**
 - HIV Summit Beaumont
 - American Red Cross Advisory Board

- March of Dimes Baby Shower
- **Events and Activities**
 - Texas City Employees Health and Safety Annual Luncheon- targets adult men
 - Health and Wellness Event, Katy
 - Texas Dental Food Fair
 - Memorial Hermann Employee Safety and Wellness Fair
 - Health Fair, Prostate Screening , Port Arthur
 - Health Fair at the Crossing, Beaumont
 - Gift of Life, Prostate Screening, Lamar College, Orange
- **Education**
 - Community Outreach, Distribution of Family Planning Flyers

July 2017:

- **National Health Observances for Potential Promotion and Awareness**
 - Cord Blood Awareness Month
- **Meetings Attended by Clinic Directors**
 - Lion's Club Fundraiser
 - Family Task Force Meeting
 - Orange Syphilis Coalition Meeting
- **Events and Activities**
 - Immunization clinic
- **Education**
 - STI presentation for Starlight Church of God teens

August 2017:

- **National Health Observances for Potential Promotion and Awareness**
 - World Breastfeeding Week
 - National Immunization Awareness Month
- **Meetings Attended by Clinic Directors**
 - Fort Bend Health Advisory Board
 - United Way Interagency meeting
 - Meeting with School Nurses
- **Events and Activities**
 - World Breastfeeding week
 - Montgomery County Interagency Health Fair- STI prevention seminar
 - Jefferson County Health Fair
 - Successful Living Program
 - Orange WIC Health Fair
- **Education**
 - Sexual responsibility education provided on high school and college campuses

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

This certification pertains to the following billing or performing provider:

Provider Name The University of Texas Medical Branch Regional Maternal and Child Health Program

Federal Tax ID Number 74-6000949

NPI Number 1387409 Medicaid Provider Number; See Form K-1 for each clinic NPI#

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 301 University Blvd, Route 0587

City/State/Zip Code Galveston, TX 77555-0587

Telephone Number 409-747-6648

Provider's primary physical address:

Street Address 301 University Blvd, Route 0587

City/State/Zip Code Galveston, TX 77555-0587

Telephone Number 409-747-6648

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is The University of Texas Medical Branch Regional Maternal and Child Health Program. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Vice President and Chief Business and Financial Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

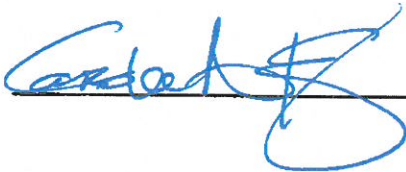
Effective Date of Certification 07/01/2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

Terminate HTW certification

Signature: _____



Printed Name: Carolee "Carrie" King, JD

Title: Sr. VP and General Counsel

Date: _____

11/29/16

GE/
Content Review 11/29

UTMB RMCHP's Unique Value-Added Benefits

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

As a critical component of the UTMB medical delivery system for more than 50 years, the RMCHP has earned an outstanding reputation in the patient communities we serve as well as for our significant contributions to the UTMB teaching mission. We are proud to know that many of our patient families have been coming to us for generations. Based upon our close working relationship, DSHS chose UTMB RMCHP to be one of the first agencies to roll out the EPHC program and we have been participants in the TWHP since the inception of the program. Our family planning care providers closely follow ACOG guidelines and our physicians are noted for their service on national committees and their contributions to family planning protocol textbooks. As a result of our experience, reputation and infrastructure, the RMCHP will immediately initiate the new HTW grant on July 1, 2016 without any delays. All of the critical administrative processes and procedures are in place to enable this immediate implementation. We are prepared to enroll patients into this program on July 1.

In addition to the systematic advantages described above, UTMB has an established 340 B pharmaceutical program allowing us to purchase many drugs at a reduced cost. UTMB also has partnerships with other healthcare agencies within the Texas Medical Center and is able to obtain supplies and equipment at reduced rates. With these significant cost saving elements, RMCHP is able to further extend the value of your grant monies and ultimately allow us to see more patients.

From a service provider efficiency standpoint, the RMCHP program has an established productivity goal of 18-20 patients per day at all 13 RMCHP clinics in South and Southeast Texas. We maintain our support staff of 1.9 clinical FTE per provider and 1.6 clerical FTE per provider based on MGMA standards. Our salaries are benchmarked against other area health agencies to assure that we are competitive and we minimize unwanted staff turnover. Thus, the RMCHP labor costs and expenses are comparable to, if not slightly lower, than other academic health centers.

This year, UTMB celebrates its 125th anniversary and has been fortunate to have experienced substantial investment in new Galveston hospital, satellite health care and ancillary facilities as well as upgrades to many of our off-campus clinic locations, and has a robust and proven infrastructure. The RMCHP is an integrated component of the larger UTMB system and works with the various departments and infrastructures to assure regulatory compliance with all labor laws, The Joint Commission, industry standards, billing and coding regulations; etc. Thus, all of the critical mechanisms and processes are all well established and proven. The RMCHP has demonstrated our ability to provide high quality, cost effective services with DSHS funding and we look forward to further optimizing these services.

Other value-added services we are able to provide our patients include:

- **MyChart.** My Chart is an information management system that gives patients direct and confidential online access to portions of their health information. Lab and test results, appointment information, medications, immunizations, allergies, health education topics are all on line and easily accessible if they have an email account. Patients can communicate with their provider; renew medications on

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

line; view details of past and upcoming appointments. MyChart improves clinic efficiencies and both patient and staff time.

- **Text message appointment reminders.** While the RMCHP has always contacted patients by phone either automated or by person, patients are now also being contacted through text messaging. This improves show rates and provider productivity.
- **Patient child care:** Four of our clinics (Pasadena, Pearland, Conroe, and Katy) the RMCHP have partnered with the Ronald McDonald House Charities to establish a C.H.E.E.R! Room. These rooms provide our patient's children a safe and structured environment to play, allowing their mom to focus on addressing her health concerns with the provider and listening to their health education recommendations. There is no cost associated for children to stay in the C.H.E.E.R! Room. This also improves show rates as patients do not have to worry about their children or hire a babysitter in order to attend the appointment.
- **Participation in various research studies:** Family planning patients can participate in CPRIT studies which educate patients on the HPV vaccine and provide immunizations at no cost to the patient.
- **Comprehensive care delivery model.** The RMCHP strives to provide as much care as possible at the one visit. Patients are financially screened as well as seen by their health care provider in the same appointment. At that time, they have their lab work done, and may receive all their medications. This approach saves the patient from having to return for multiple appointments or travel to their local drug store to pick up their prescription or go to a lab to have their bloodwork done. If needed, a patient may have a LARC inserted on the same day as her health check-up. For postpartum women, many of our clinics have a UTMB WIC at the same site or nearby.
- **Quality of care.** The healthcare that the RMCHP delivers is second to none. All patients regardless of payor source are treated the same. Unlike some healthcare agencies, the RMCHP welcomes and caters to this population, in fact, that is our mission. We want patients to walk out of our clinics having an excellent experience; we take pride in our Press Ganey scores and work to improve them. If the patient prefers a LARC over a birth control pills and is an appropriate candidate, then the patient is given a LARC with the required education. Specialized physicians are available for consultation if the patient needs are complicated; all UTMB providers have access to the patient's EMR.

UTMB RMCHP's Assumptions

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

None.

UTMB RMCHP's Appendices

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

None.

Appendix D: Certifications and Other Required Forms

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Section 6

[Form 7: HUB Subcontracting Plan \(HSP\)](#)



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:

- ☒ Section 1 - Respondent and Requisition Information
- ☒ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☒ Section 3 - Self Performing Justification
- ☒ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: The University of Texas Medical Branch Regional Maternal and Child Health Program State of Texas VID #: 746000949
Point of Contact: Marlo Cochran, RNC, WHNP-BC, DNP Phone #: 409-747-6648
E-mail Address: mbcochra@utmb.edu Fax #: 409-747-4959
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: Healthy Texas Women RFP #529-16-0094 Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: The University of Texas Medical Branch Regional Maternal and Child Health Program

Requisition #: Healthy Texas Women RFP #529-16-0094

SECTION-2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: The University of Texas Medical Branch Regional Maternal and Child Health ProgramRequisition #: Healthy Texas Women RFP #528-16-0094**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

The University of Texas Medical Branch Regional Maternal and Child Health Program will perform all services and supplies needed with its own equipment, supplies, materials and employees. All program activities are done internally and we will not be subcontracting with any outside vendors for these services.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 Carolee "Carrie" King, JD
Signature Printed Name

Sr. VP and
General Counsel
Title

4/29/16
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Appendix D: Certifications and Other Required Forms

Legal Business Name of

Respondent: The University of Texas Medical Branch Regional Maternal and Child Health Program

Section 7

[Form 1: Child Support Certification](#)

[Form 2: Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts](#)

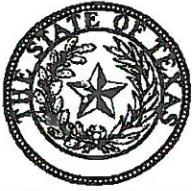
[Form 3: Required Certifications](#)

[Form 4: Federal Lobbying Certification](#)

[Form 5: Anti-Trust Certification](#)

[Form 6: Respondent Information and Disclosures](#)

Form 8: HHS Information Security and Privacy Initial Inquiry (SPI)



State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

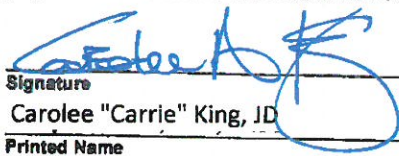
Name

Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."


Signature
Carolee "Carrie" King, JD
Printed Name

Sr. VP and General Counsel

Title

Date

4/29/16

*Pursuant to Texas Family Code, Section 231.006(h), UTMB is not required to certify its eligibility for funds paid by HHSC to UTMB.


Content Review

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	The University of Texas Medical Branch Regional Maternal & Child Health Program	Vendor ID No. or Social Security No.	74-6000949	HHSC Contract No. (if applicable)	529-16-0094 HTW
------------------------------	--	--------------------------------------	------------	-----------------------------------	-----------------

Signature of Authorized Representative	Date	Printed/Typed Name and Title of Authorized Representative
	4/26/16	Carolee "Carrie" King, JD, Sr. VP and General Counsel

Content Review
01/2019

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

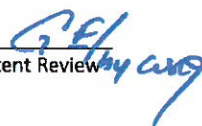
Required Certifications

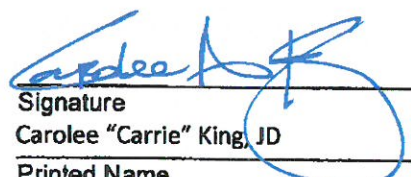
Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.


Content Review


Signature
Carolee "Carrie" King, JD
Printed Name
Sr. VP and General Counsel
Title
4/29/14
Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-L.L.L.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor	The University of Texas	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Medical Branch Regional Maternal & Child Health Program		73-6000949	529-16-0094 HTW

Name of Authorized Representative (type or print)	Title
Carolee "Carrie" King, JD	Sr. VP and General Counsel

Signature--Authorize Representative

Date

Content Review

HHSC
5/24/95

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.


Authorized signature


Content Review

The University of Texas Medical Branch Regional Maternal and Child Health Program
Name of Contractor/Vendor

4/29/16
Date

Carolee "Carrie" King, JD
Printed Name of Individual

Sr. VP and General Counsel
Title of Individual

Effective Date: 04/02/2007

Revision Date:

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: The University of Texas Medical Branch Regional Maternal & Child Health Program
2. Doing Business As: The University of Texas Medical Branch Regional Maternal & Child Health Program
3. Physical Address: 301 University Boulevard, Route 0587, Galveston, TX 77555-0587
4. Mailing Address: 301 University Boulevard, Route 0587, Galveston, TX 77555-0587
5. Taxpayer Identification Number: 74-6000949
6. Legal Status (check one):
☐ For-profit Entity ☐ Non-profit Entity
☒ Governmental Entity
7. Business Structure (check one):
☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☒ Other (specify): State Agency/Hospital/St Controlled Inst of Higher Learning
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|--|--|
| 1. Person Who Will Sign the Contract:
Name: <u>Cheryl A. Sadro, CPA, MSM</u>
Title: <u>EVP & Chief Business/Finance Officer</u>
Mailing Address: <u>301 University, Route 0128</u>
<u>Galveston, TX 77555-0128</u>
Telephone: <u>409-266-2006</u>
Fax: <u>409-266-2005</u>
E-mail: <u>csadro@utmb.edu</u> | 2. Primary Contact for Proposal Questions:
Name: <u>Marlo Cochran, RNC, WHNP-BC, DNP</u>
Title: <u>Administrative Director, RMCHP</u>
Mailing Address: <u>301 University, Route 0587</u>
<u>Galveston, TX 77555-0587</u>
Telephone: <u>409-747-6648</u>
Fax: <u>409-747-4959</u>
E-mail: <u>mbcochra@utmb.edu</u> |
|--|--|

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: _____
2. Doing Business As: _____
3. Physical Address: _____

4. Mailing Address: _____
5. Taxpayer Identification Number: _____
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: _____
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: _____
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: University of Texas Medical Branch RMCHP Address: 301 University Blvd, Rt 0587 City: Galveston State: TX ZIP: 77555 Main Telephone #: 409-747-6648 Website: http://intranet.utmb.edu/iutmb
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 378
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Name: Robert Shaffer Address: 301 University Blvd City: Galveston State: TX ZIP: 77555 Telephone #: 409-266-1444 Email Address: rrshaffe@utmb.edu B. Privacy Official: Name: Shelly Witter Address: 301 University Blvd City: Galveston State: TX ZIP: 77555 Telephone #: 409-747-8774 Email Address: switter@utmb.edu

5. HHS Agency Information Provide the following information if known.

Contract Mgr:	<input type="text"/>	Email Address:	<input type="text"/>	Agency:	<input type="text"/>
Telephone #:	<input type="text"/>	Requesting Dept:	<input type="text"/>	PO/Contract #:	<input type="text"/>

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 558
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	554
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	0
c. Cloud Services. Number of Cloud Services in use.	0
d. Data Centers. Number of Data Centers in use.	4
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

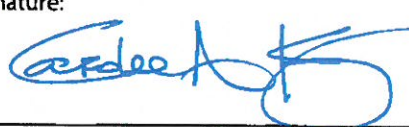
<p>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<input type="checkbox"/> No Electronic Systems
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section D: Signature and Submission	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 4/29/16
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) Attach it to an email to InfoSecurity@hhsc.state.tx.us. 	
<div style="border: 1px solid black; padding: 2px 10px;">Submit by email</div>	

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	4
1.01 Definitions	4
1.02 Interpretive Provisions.....	5
ARTICLE II Payment Methods and Restrictions	6
2.01 Payment Methods.....	6
2.02 Final Billing Submission.....	6
2.03 Financial Status Reports (FSRs)	7
2.04 Debt to State and Corporate Status	7
2.05 Application of Payment Due	7
2.06 Use of Funds.....	7
2.07 Use for Match Prohibited	7
2.08 Program Income	7
2.09 Nonsupplanting	8
ARTICLE III. STATE AND FEDERAL FUNDING	8
3.01 Funding.....	8
3.02 No debt Against the State.....	8
3.03 Debt to State	8
3.04 Recapture of Funds.....	8
ARTICLE IV Allowable Costs and Audit Requirements	9
4.01 Allowable Costs.	9
4.02 Independent Single or Program-Specific Audit	10
4.03 Submission of Audit.....	10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS	11
5.01 General Affirmations.....	11
5.02 Federal Assurances.....	11
5.03 Federal Certifications	11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY	11
6.01 Ownership	11
6.02 Intellectual Property	11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE	11
7.01 Books and Records.....	11
7.02 Access to records, books, and documents	12

7.03	Response/compliance with audit or inspection findings	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION		13
8.01	Contract Management	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement	14
ARTICLE IX MISCELLANEOUS PROVISIONS.....		14
9.01	Amendment	14
9.02	Insurance	14
9.03	Legal Obligations	14
9.04	Permitting and Licensure	14
9.05	Indemnity	15
9.06	Assignments	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue	16
9.10	Survivability	17
9.11	Force Majeure	17
9.12	No Waiver of Provisions	17
9.13	Publicity	17
9.14	Prohibition on Non-compete Restrictions	17
9.15	No Waiver of Sovereign Immunity	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights	18

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

TABLE OF CONTENTS

ARTICLE I. SPECIAL DEFINITIONS	1
ARTICLE II. GENERAL PROVISIONS.....	2
2.01 Controlling Order	2
2.02 Inducements	2
2.03 Delegation of Authority	3
2.04 Other System Agencies Participation in the Contract	3
2.05 Most Favored Customer	3
2.06 Assumption After Assignment	4
2.07 Cooperation with HHSC Vendors	4
2.08 Renegotiation and Reprocurement Rights	4
2.09 Solicitation Errors.....	4
ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....	4
3.01 Authority.....	4
3.02 Prohibition	4
3.03 Exception	5
3.04 Remedy	5
ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS	5
4.01 Qualifications.....	5
4.02 Conduct and Removal	5
4.03 No Authority.....	6
4.04 E-Verify	6
4.05 Subcontractors Not Identified in the Solicitation Response	6
ARTICLE V. PERFORMANCE.....	6
5.01 Measurement	6
ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....	7
6.01 Formal Procedure	7
6.02 Minor Administrative Changes	7
6.03 Technical Guidance Letters	7
ARTICLE VII. AUDITS AND RECORDS	7
7.01 Record Retention	7
7.02 Access and Accommodation	8
7.03 Response to Audits or Inspection Findings	8
ARTICLE VIII. PAYMENT	8
8.01 Duty to Make Payment	8
ARTICLE IX. CONFIDENTIALITY	9

9.01 Requests for Public Information.....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information	9
ARTICLE X.DISPUTES AND REMEDIES.....	10
10.01 Agreement of the Parties	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies	11
10.04 Continuing Duty to Perform	11
ARTICLE XI. DAMAGES.....	11
11.01 Availability and Assessment	11
11.02 Specific Items of Liability	11
ARTICLE XII. TURNOVER.....	12
12.01 Turnover Plan	12
12.02 Turnover Assistance	12
ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS	13
13.01 HHSC Additional Rights	13
13.02 Third Party Software	13
13.03 Software and Ownership Rights.	13
ARTICLE XIV. MISCELLANEOUS PROVISIONS	13
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose	14
14.03 Conflicts of Interest	14
14.04 Flow Down Provisions	14
14.05 Recruitment Prohibition	14
14.06 Manufacturer’s Warranties	14
14.07 Cooperation with HHSC Designees	15
14.08 Notice of Litigation or Contract Action	15

HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment G – State Assurances

State Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
 - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132-00017 in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3.CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS’s prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.**45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____